

**SIGNATURE DOCUMENT FOR INTERAGENCY COOPERATION CONTRACT
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT No. HHS00044060002
NEONATAL ABSTINENCE SYNDROME – RECOVERY SUPPORT SERVICES PROGRAM**

I. PURPOSE

The **HEALTH AND HUMAN SERVICES COMMISSION** (“**HHSC**”) (“**Receiving Agency**” or “**System Agency**”), and **THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO** (“**Performing Agency**”), each a “**Party**” and collectively “**the Parties**”) enter into the following contract for Neonatal Abstinence Syndrome-Recovery Support Services (**NAS-RSS**), (the “**Contract**”) pursuant to the provisions of the Interagency Cooperation Act, Chapter 771 of the Texas Government Code.

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Texas Health and Safety Code, Chapter 12, and 1001; and Texas Government Code Chapters 531, Subchapter D and 771.

III. STATEMENT OF SERVICES TO BE PROVIDED

Contractor shall perform or cause to be performed **NAS-RSS** Services in accordance with the Statement of Work and Budget, attached hereto and incorporated herein as **Attachments A, and B**, respectively.

IV. DURATION

The Contract is effective upon Contract execution, signed by both Parties, and terminates on August 31, 2020, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract for subject to terms and conditions mutually agreeable to the Parties.

V. BUDGET

The total amount of this Contract will not exceed **FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00)**, as follows:

1. Fiscal Year 2019 is allocated \$200,000.00 for the term of Upon Execution through August 31, 2019;
2. Fiscal Year 2020 is allocated \$200,000.00 for the term of September 1, 2019 through August 31, 2020.

All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

VI. CONTRACT REPRESENTATIVES

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

System Agency

Health and Human Services Commission
P.O. Box 149347
Austin, TX 78714
Attention: Norma Rios, Contract Manager

Grantee

The University of Texas Health Science Center at San Antonio
7703 Floyd Curl Drive, Mail Code 7828
San Antonio, TX 78229-3900
Attention: Chris G. Green

VII. 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

Health and Human Services Commission
1100 W. 49th Street, MC 1911
Austin, TX 78756
Attention: General Counsel

Grantee

The University of Texas Health Science Center at San Antonio
7703 Floyd Curl Drive, Mail Code 7828
San Antonio, TX 78229-3900
Attention: Chris G. Green

Legal notice given by Contractor shall 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. HHS000440600002

HEALTH AND HUMAN SERVICES COMMISSION

**THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT SAN ANTONIO**

DocuSigned by:

Trina Ita

97DC64070502414...
INVALID. Trina Ita

Title: Associate Commissioner

Date of execution: August 29, 2019

DocuSigned by:

Chris G. Green

16DCC2C117646...
INVALID. Chris G. Green

Title: ~~Senior Director, Sponsored Programs~~

Date of execution: August 28, 2019

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000440600002
ARE HEREBY ATTACHED AND INCORPORATED BY REFERENCE:**

- ATTACHMENT A -- STATEMENT OF WORK**
- ATTACHMENT A-1 -- STATEMENT OF WORK SUPPLEMENTAL**
- ATTACHMENT B -- BUDGET**
- ATTACHMENT C -- UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT D -- GENERAL AFFIRMATIONS**
- ATTACHMENT E -- SPECIAL CONDITIONS**
- ATTACHMENT F -- CERTIFICATIONS/ FEDERAL ASSURANCES/FFATA**
- ATTACHMENT G -- DATA USE AGREEMENT**
- ATTACHMENT H -- NON-EXCLUSIVE LIST OF APPLICABLE LAWS**

ATTACHMENTS FOLLOW

ATTACHMENT A STATEMENT OF WORK

I. PURPOSE

To increase the prevalence and quality of long-term recovery from substance use disorder by enhancing quality of life and increased social contribution through sustained engagement in long-term recovery support services.

II. TARGET POPULATION

Pregnant women and women with dependent children with a history of opioid use who are in or seeking recovery, along with their family members, significant others, and supportive allies.

III. PERFORMING AGENCY RESPONSIBILITIES

Performing Agency will:

A. ADMINISTRATIVE

1. Provide substance use disorder recovery support services under the Contract.

2. Work with System Agency staff to transform their organization from a traditional treatment setting to a recovery-oriented system of care.

3. Ensure all of Performing Agency's treatment and recovery staff will attend all relevant webinars, conference calls, and trainings as requested by the System Agency.

4. Adhere to the transformation guidelines provided by the System Agency on the transformation and integration of services into a recovery-oriented approach.

5. Ensure the following recovery-oriented values and principles in their organization:
 - a. Choice and Self Determination:
 - i. Provide participants the opportunity to select from a menu of supports and services that correspond with their personal interests and recovery goals.
 - ii. Provide participants the opportunity to revise their selections as needed to reflect their evolving personal interests and recovery goals.
 - iii. Ensure recovery plans are self-directed, participant-driven, and reflect goals in multiple life domains.
 - iv. Acknowledge an individual's choice for their own pathway to recovery.
 - v. Ensure that participants have a choice in selecting their recovery coach.
 - vi. Be supportive and explore other options for the participant if the participant requests a different recovery coach.
 - b. Community Integration:

- i. Provide participants the opportunity to be involved in community activities and receive support related to community integration that is associated with recovery.
 - ii. Work with participants to identify and connect with a broad spectrum of community-based resources and supports that will assist in achieving their personal goals and rebuilding their lives within their community.
 - iii. Align organizational policies to ensure that recovery coaches have access to transportation and other required resources to work with participants outside of the organizational setting and in their local communities.
 - iv. Ensure that recovery coaches have access to funds to support participants with rebuilding their lives in their community.
 - v. Ensure that recovery coaches engage in assertive outreach.
 - vi. When utilizing community or social services agency linkages, Performing Agency will ensure recovery coaches provide warm hand-offs when transferring or referring participants to community resources.
 - vii. Ensure recovery coaches accompany participants whom they are serving to appointments such as parole/probation officers, court hearings, etc.
 - viii. Ensure that each participant has a recovery plan that outlines both their personal goals and next steps for rebuilding their life in the community and sustaining their recovery.
- c. Peer Culture:
- i. Offer an array of recovery support services that involve direct-assistance to establish and maintain recovery through the use of peer-support and peer-leadership in the following approaches:
 - (a) Hiring Recovery Coaches;
 - (b) Mobilizing peer volunteers;
 - (c) Forming a peer advisory council;
 - (d) Facilitating Focus Groups;
 - (e) Participation in Story Telling Opportunities;
 - (f) Providing peer support groups; and
 - (g) Other peer-run activities required by System Agency.
 - (h) Promote Recovery Coach Self Care through supervision, staff recognition, recovery cafés, (group check-ins), etc.
 - (i) Implement a process to support a recovery coach who struggles or slides out of recovery, etc.
- d. Family Inclusion:
- i. Ensure that participants have the right to define their “families” broadly to include biological relatives, significant others, and other supportive allies.
 - ii. Ensure that participant receives recovery support services and will ensure family members and supportive allies are invited to participate in recovery planning activities and offered education and support.
 - iii. Ensure that family members have leadership opportunities such as participation in focus groups, storytelling, planning, and participation in recovery-related events and activities.
- e. Continuity of Care:

- i. Ensure recovery-oriented services are connected to a range of continuing support services beyond a substance use treatment episode.
 - ii. Ensure that continuing support plans are developed early in the treatment episode and that recovery coaches are an integrated part of the development process.
 - iii. Ensure that Recovery Coaches make every effort to stay connected to participants for a minimum of 12 months by utilizing a combination of strategies including telephone, assertive outreach, and face-to-face meetings.
 - iv. Individualize the intensity of support that participants need over time (preferably 3 times per week within the first 30-90 days).
 - v. Ensure that the intensity of support to connect initially with participant(s) is at least a minimum of once a week.
 - vi. Ensure that recovery coaches meet with participants in various community settings to decrease their dependency on the Performing Agency and increase their connection to local community supports.
 - vii. Assist participants in becoming connected to a recovery-based community of their choice.
 - f. Partnership-Counselor Relationships:
 - i. Ensure participants direct their own recovery through collaborative relationships and develop an action-based recovery plan.
 - ii. Ensure that recovery coaches and counselors have team meetings with participants receiving recovery support services to ensure that services are coordinated.
 - iii. Ensure that counselors and recovery coaches share treatment and recovery plans with one another and collaborate together on next steps for the participants being served.
 - g. Culturally and Linguistically Competent:
 - i. Provide services in a culturally, linguistically, and developmentally appropriate manner for participants, family members, and supportive allies.
 - ii. Ensure organizational policies reflect the culture, behaviors, values, and language of the population served.
6. Provide a wide array of non-clinical services and supports that helps participants to initiate and sustain their recovery using the following types of recovery supports: Emotional, Informational, Instrumental, and Affiliational.
7. Ensure Recovery Coaches and those providing Recovery Services are an integrated part of the service team and work collaboratively with clinical staff to support participants.
8. Through the use of focus groups, interviews, or surveys, receive information from those receiving services and that information gathered is then shared with the Performing Agency's leadership and used to modify and improve services, and service setting.

9. Ensure that relationships between clinical staff and recovery staff are mutually respectful and supportive.
10. Maintain all documents that require participant or staff signature in the participants' physical record for review by System Agency staff.
11. Develop and maintain written policies and procedures for employees and volunteers who work directly or indirectly with participants, family members, and supportive allies.
12. Maintain current written policies and procedures on file and available for review by System Agency.
13. Ensure policies and procedures address participant safety
14. Ensure all activities with participants, family members, and supportive allies are conducted in a respectful, non-threatening, non-judgmental, and confidential manner.
15. Report information fairly, professionally, and accurately when providing recovery services, documenting services and contacts, and when communicating with other professionals, System Agency staff, and community-based organizations.
16. Identify and revise the organizations' policies and procedures that are inconsistent with recovery processes. Performing Agency's written policies and procedures will be aligned with a recovery orientation.
17. Post the days and hours of operation at all building sites and entrances.
18. Provide recovery support services at least five days-per-week.
19. Ensure weekend hours are available and emergency support is available after-hours via telephone support by peers. Performing Agency will post telephone support information at all building entrances.
20. Provide flexible hours based on the needs of individuals seeking services. (For example, recovery coaches might connect with participants during non-business hours).

21. Maintain documentation of continuing education units (CEUs) on employees and volunteers in their personnel file and make available for System Agency review.
22. Have written job descriptions for employees and volunteers maintained in their personnel file and make available for System Agency review.
23. Ensure that Performing Agency's staff job descriptions will include, but not limited to:
 - a. Job duties and responsibilities;
 - b. Required qualifications;
 - c. Job supports (weekly support and feedback sessions with experienced Peer Coaches); and
 - d. Required trainings.
24. Maintain all documents that require participant, staff, or volunteer signature in the individual's physical record for System Agency.
25. Establish and maintain working linkages through Memorandums of Understanding (MOUs) with a resource network of community and social service agencies serving or having an interest in the target population. MOUs will encourage networking, coordination, and referrals to help address the needs of the participants, their families, and supportive allies. MOUs will be in place within 60 days of the award. Performing Agency will maintain copies of the signed MOUs on file for System Agency review upon request. All MOUs will include:
 - a. Partnership vision;
 - b. Purpose and concept;
 - c. Partnership goals and desired outcomes;
 - d. Description of participating organizations;
 - e. Methods of partnership roles and responsibilities;
 - f. Address the non-duplication of services;
 - g. Be signed by both parties,
 - h. Contain beginning and end dates,
 - i. Be reviewed annually, and
 - j. Have at a minimum, MOUs with the following local entities:
 - i. System Agency-funded substance abuse treatment providers;
 - ii. Community-Based Organizations;
 - iii. Recovery Community Organizations (if available in area);
 - iv. Local Mental Health Authorities (LMHAs)/Local Behavioral Health Authorities (LBHAs); and
 - v. Other community social service agencies that may provide support services to participants.
26. Have on file a recovery support services resource directory updated at minimum annually that contains current information to include: location, contact information, services offered, days, and hours of operation, and eligibility criteria.

27. Use recovery language and service delivery that reflects recovery.
28. Ensure staff and volunteers use the language of recovery in everyday conversations (e.g. hope, respect, high expectations, etc.) with participants, their families, and supportive allies.
29. Recruit and screen recovery coach applicants and peer volunteers and supervise them in their areas of work by supporting recovery coaches and peer volunteers regarding their sustained recovery.
30. Ensure all participant surveys are available in culturally competence and age appropriate formats as determined by the Performing Agency and the needs of the population being served.
31. Keep all participant surveys on file for System Agency for review.
32. Ensure Program Director and appropriate staff attend the annual Neonatal Abstinence Syndrome (NAS) symposium, unless otherwise agreed to Program Services in writing.
33. Work with System Agency staff to increase collaboration between Performing Agency's treatment staff and recovery coaches to improve participant outcomes.
34. Maintain documentation on all training for review by the System Agency.

B. ORGANIZATIONAL ALIGNMENT

1. Develop and implement an active peer leadership/advisory council or participate in established Peer Recovery Advisory Council (PRAC).
2. Promote a peer culture and leadership through the PRAC comprised primarily of the individuals participating in recovery.
3. Ensure members of the PRAC be involved with program design, program evaluation (e.g. conducting focus groups, etc.), and have opportunities to advise and/or make organizational decisions related to the overall recovery-orientation of the organization that:
 - a. Has direct access to the organization's executive level;
 - b. Is self-governed; and
 - c. Works with clinical and administrative staff to ensure that policies and procedures are aligned with recovery principles and values, provide training and technical assistance to staff members on the following topics: recovery, recovery pathways, recovery resources, and cultures.
4. Develop or revise the Performing Agency's mission statement to include recovery principles and values that promote sustained recovery and wellness.

C. SERVICE DELIVERY

1. Implement an assessment process for participants that assesses the strengths, challenges, and goals, not just participants' substance use history, but in multiple life domains.
2. Implement a strength-based assessment process for participants to identify resources and goals across multiple life domains that are best suited for the participant.
3. Utilize person-centered planning principles with participants to develop strength-based recovery plans.
4. Develop recovery plans with participants based on the wants, needs, and interests of the participant.
5. Work with staff and volunteers to shift from traditional hierarchical models of treatment to a collaborative partnership-based approach.
6. Ensure participants have access to a diverse menu of recovery supports and services within the substance abuse treatment environment from which to select based upon their identified needs, goals, and preferences.
7. Connect participants to community resources to offer a wide array of community resources.
8. Shift from discharge planning to continuing support planning.
9. Develop policies for post-treatment monitoring support and early intervention.
10. Implement recovery-oriented practices such as motivational interviewing.
11. Not terminate services with participants when they relapse, but continue to engage them, identify challenges to maintain recovery, and readjust their recovery plan.
12. Ensure participants are connected to local resource(s), by contacting resources, scheduling appointments, providing transportation, etc.
13. Provide recovery support services to individuals in pre-treatment.
14. Conduct recovery check-ups at 3-, 6-, 9-, and 12-month intervals. Recovery check-up can be provided via telephone, face-to-face contact or internet-based to participants who are in recovery, beyond the acute-care phase.

D. STAFFING REQUIREMENTS

1. Ensure that recovery support service peers (paid staff and volunteers) are provided opportunities for leadership development and peer leadership training on topics such as:

- a. Goal setting and developing strategies
 - b. Strategic planning
 - c. Conflict resolution
 - d. Conducting focus groups
 - e. Consensus building
 - f. Group facilitation skills
 - g. Cultural diversity
2. Ensure recovery coaches, recovery peers, or volunteers demonstrate the following traits:
 - a. Ability to establish empathy with an individual;
 - b. Ability to work with diverse populations and cultural backgrounds;
 - c. Comfortable to work independently in community settings;
 - d. Ability to focus on and reinforce positive strengths and behaviors;
 - e. A high level of energy and commitment;
 - f. Acceptance of extremely flexible working hours;
 - g. Open attitude towards pathways to recovery; and
 - h. Stable personal program of recovery.
 3. Support both paid and peer volunteer recovery supervisors in their efforts to provide recovery-focused technical assistance to Performing Agency's recovery coaches and clinical staff.
 4. Ensure the recovery supervisors' role are defined to include:
 - a. Boundary setting (personal, finance, emotional, ethical, and sexual);
 - b. Confidentiality;
 - c. Role of recovery coach; and
 - d. Respond to complaints about a recovery coach's behavior.
 5. Ensure that recovery supervisors have completed the System Agency-approved 46-hour Recovery Coach training and have at least one year experience as a Recovery Coach.
 6. Ensure recovery coaches, recovery peers and volunteers have access to continuing education in ethics, confidentiality, and boundary maintenance.
 7. Ensure recovery coaches, recovery peers and volunteers conducting participant interviews have completed the System Agency-approved 46-hour Recovery Coach Training prior to service delivery.
 8. Include recovery coaches, recovery peers, and volunteers providing recovery services in clinical, treatment, and general staff meetings, and in trainings on topics that are relevant to their work (e.g. cultural competence, motivational strategies, trauma-informed services).

9. Ensure recovery coaches, recovery peers and volunteers have received training through the organization for the following:
 - a. Community resources for social support;
 - b. Resources for food, clothing, shelter, and other basic needs and how to access;
 - c. Resources for mental health care and how to access;
 - d. Mutual aid recovery groups, their functions, values and beliefs, and how to access; and
 - e. Faith-based organizations and how to access.
 10. Include recovery coaches, recovery peers, and volunteers in staff orientation and continuing education trainings provided to staff.
 11. Performing Agency will ensure that appropriate staff participate in the System Agency webinars, conference calls, and trainings at the specified dates, times, and locations as required by the System Agency.
- E. CRIMINAL BACKGROUND VERIFICATION REQUIREMENTS
- Performing Agency will:
1. Prior to employment, conduct and document criminal background checks, pre-employment drug testing of Performing Agency's potential employees, and/or subcontractors who will conduct recovery activities and/or have direct contact with participants, significant others, or other supportive allies.
 2. Prior to volunteering, conduct and document criminal background checks and drug testing of Performing Agency's volunteers who will conduct recovery activities and/or have direct contact with participants, significant others, or other supportive allies.
 3. Conduct annual criminal background checks for Performing Agency's current staff, subcontractors, and volunteers who will conduct recovery activities and/or have direct contact with participants, significant others, or other supportive allies.
 4. Develop and maintain current written policies and procedures addressing the requirements for criminal background checks as a condition for employment of potential employees, subcontractors, or volunteers who work directly or with participants, significant others, or other supportive allies.
 5. Develop and maintain current written policies and procedures that require individuals (staff, subcontractors, and volunteers) to notify the Performing Agency of an arrest, conviction, investigation, or any other legal involvement.
 6. Maintain documentation of each notification of arrest, conviction, investigation, or any other legal involvement on file and make available to System Agency for review upon request.
 7. Maintain documentation of each criminal background check and drug testing on file and make available to System Agency for review upon request.

F. STAFF COMPETENCIES

1. Ensure that Recovery Coaches have completed the required System Agency-approved 46-hour Recovery Coach training.
2. Reimburse recovery coach trainees for incurred travel costs (transportation, meals, lodging and incidentals)
 - a. Travel reimbursement for the 46-hour training will not exceed \$1,000
 - b. Travel expenses will be in accordance with the state of Texas travel guidelines.

G. GUIDANCE ON INCENTIVES AND ALTERNATIVE ACTIVITIES

1. Performing Agency will ensure that the total cost of incentives and alternative activities will not exceed ten percent (10%) of the total funding amount of the Contract. If an incentive or alternative activity is not described within the Contract, Performing Agency will contact System Agency staff for prior approval before implementation of the activity.
 - a. Incentives are allowable under the Contract. An incentive can be given to a participant to encourage participation in the program.
 - i. Incentives may be in the form of retail gift or service cards not to exceed more than \$75.00/per participant for the contract period; participant incentives will not exceed more than \$20.00/per activity for the period of the Contract.
 - ii. Total amount of incentives will not exceed \$3,000.00 for the period of the Contract.
 - iii. Examples of appropriate use of incentives include, but are not limited to, participation in 3-, 6-, 9-, and 12-month interviews.
 - b. May provide participants assistance in obtaining suitable housing, such as transitional housing, sober housing, or affordable housing.
 - i. Participant assistance may include moving fees, rental deposits, etc.
 - ii. Performing Agency may provide one-time funds (up to \$450.00/per participant).
 - iii. Total amount of one-time funds will not exceed \$3,500.00 for the period of the Contract.
 - c. May provide participants assistance with paying for utilities.
 - i. Performing Agency may provide one-time funds (up to \$250.00/per participant).
 - ii. Total amount of utility assistance will not exceed \$2,000.00 for the period of the Contract.
 - d. May provide participants assistance with paying for transportation. This includes bus passes, rails, taxi, etc. not to exceed \$3,000.00 per the period of the Contract.
 - e. May purchase supplies for recovery services such as appointment cards, pens, copies, etc. not to exceed \$750.00 for the period of the Contract.
 - f. Indirect recovery support services may be donated services and used as Match under the Contract. Performing Agency may use funds for health and wellness support services.

Example: providing supports that promote community integration such as paying for document assistance, purchasing personal care items, etc.

- g. May use funds for social activities (purchase movie to show at Performing Agency's site, bowling, DJ, etc.) that promote peer support and connectivity (up to \$200.00/per activity).
 - i. Total amount of one-time funds will not exceed \$2,400.00 for the period of the Contract.
- h. May transport participant to referral services and will be reimbursed for mileage costs incurred for Performing Agency-provided transportation.
- i. Funds will be used to assist participants on a case-by-case basis to meet short-term or one-time needs. Cash will not be given directly to a participant. Performing Agency will develop a written policy and procedure for how a case manager will request assistance for a participant and how a request will be approved and tracked. Funds will not be used for assistance to a participant if other funding resources are available for the proposed purpose

IV. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

- A. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.
- B. Establish and maintain a security policy that ensures adequate system security and protection of confidential information.
- C. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.
- D. Ensure that access to CMBHS is restricted to only authorized users. Performing Agency shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data.
- E. In addition to CMBHS Helpdesk notification, Performing Agency shall submit a signed CMBHS Security Attestation Form and a list of Performing Agency's employees, contracted laborers and subcontractors authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically biannually as designated by System Agency to the designated Substance Abuse mailbox (SubstanceAbuse.Contracts@hpsc.state.tx.us).
- F. Performing Agency shall:
 - 1. Document prevention, treatment, and recovery activities and services of each participant and/or patient in System Agency Clinical Management for Behavioral Health Services (CMBHS) system in accordance with the Contract and instructions provided by System Agency, unless otherwise noted. If CMBHS is unavailable, System Agency shall provide an alternative record keeping process.

- a. Maintain all documents that require participant or staff signature in the physical record for review by System Agency.
 - b. Upload documentation that is handwritten and not transcribed into the CMBHS record.
2. Document the following in CMBHS (these data points are subject to change):
- a. Client Profile;
 - b. Progress Note;
 - c. Medication Order (for patients inducted onto Buprenorphine);
 - d. Consent for Release of Information (including revoke consent when appropriate);
 - e. Referral;
 - f. Performance Measures;
 - g. Screening (as needed);
 - h. Psychoeducational Note to document group education and support group activities (as needed); and
 - i. Administrative Note to document any other activities (as needed).

G. Attend System Agency training on CMBHS documentation.

V. SUBMISSION SCHEDULE AND REPORTING REQUIREMENTS

- 1. Performing Agency will submit all documents identified by the dates specified by the System Agency. Performing Agency will submit documents to the Substance Abuse mailbox at SubstanceAbuse.Contracts@hsc.state.tx.us and to the Program Specialist unless otherwise noted.
 - a. Performing Agency will submit Financial Status Reports (FSRs) in CMBHS by the last business day of the month following the end of each quarter of the contract term. (Final Financial Status Report (FSR) due 45 days after the end of the Contract term).
 - b. Submit Performance Measures to System Agency by the 15th day of the following month in CMBHS.
 - c. Performing Agency will submit the CMBHS Security Attestation Form along with a list of authorized users to System Agency.
 - d. Performing Agency will submit closeout documents in an annual report due 45 days after the end of the Contract term.
- 2. Performing Agency’s duty to submit documents will survive the termination or expiration of the Contract.

Report Name	Due Date
Financial Status Report (FSR)	Last business day of the month following the end of each quarter of the Contract term.

	<i>* Final Financial Status Report (FSR) due October 30.</i>
Performance Measures	Due 15 th day of the following month
CMBHS Security Attestation Form and List of Authorized Users	September 15 and March 15
Closeout documents	Annual Reports due October 15

*** If the Due Date is on a weekend or holiday, the Due Date is the next business day.**

VI. INVOICE AND PAYMENT

- A. Performing Agency shall submit invoices to the System Agency through CMBHS monthly.
- B. Performing Agency may access the Transactions List report in CMBHS to identify the amount of federal funds allocated to this award for each transaction.
- C. Except as indicated by the CMBHS financial eligibility assessment, Performing Agency shall accept reimbursement or payment from the System Agency as payment in full for services or goods provided to clients or participants, and Performing Agency shall not seek additional reimbursement or payment for services or goods, to include benefits received from federal, state, or local sources, from clients or participants.

**ATTACHMENT A-1
STATEMENT OF WORK SUPPLEMENTAL**

A. CONTRACT INFORMATION:

Vendor ID:	17415860315
Grantee Name:	The University of Texas Health Science Center at San Antonio
Contract Number:	HHS000440600002
Contract Type	Treatment
Payment Method:	Cost Reimbursement
DUNS Number:	Not Applicable
Federal Award Identification Number (FAIN)	Not Applicable
Solicitation Document:	Exempt: Government Entity

B. PROGRAM SERVICE AREA

Performing Agency will deliver services or activities to clients in the following counties:

Statewide

C. ELIGIBLE POPULATION

Adult Female

D. CONTACT INFORMATION

Name:	Regina Erales
Email:	Regina.Erales@hhsc.state.tx.us
Telephone:	(512) 206-5134

Address:	909 W 45 th Street, Bldg. 552 (MC 2058)
City/Zip:	Austin TX 78751

E. PERFORMANCE MEASURES

1. System Agency will monitor the Performing Agency’s performance of the requirements in Attachment A and compliance with the Contract’s terms and conditions.
2. Performing Agency’s performance will be measured in part on the achievement of the key performance measures below.
3. Performing Agency will report these performance measures monthly through CMBHS. Each report is due by the 15th of the following month.
4. Performing Agency’s performance will be assessed by using the following performance measures:

Recovery Support Services			
Outcome Measures:	Apr-Jun 2019	Jul-Aug 2019	Annual Goal
Number of participants who received any type of recover service	X	X	21
Number of new (unduplicated) participants who received any type of recovery service	X	X	21

Recovery Support Services					
Outcome Measures:	Sep-Nov 2019	Dec 2019-Feb 2020	Mar - May 2020	Jun – Aug 2020	Annual Goal
Number of participants who received any type of recover service	X	X	X	X	50
Number of new (unduplicated) participants who received any type of recovery service	X	X	X	X	50

PERFORMANCE MEASURE DEFINITIONS

1. Number of participants who receive any type of recovery service

Each month, report the total number of individuals who received Recovery services to include: direct, indirect, and educational services.

2. Number of new (unduplicated) participants who receive any type of recovery service.

Each month, report the number of new/unduplicated individuals who received Recovery services to include: direct, indirect, and educational services.

ATTACHMENT B BUDGET

- A. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Contract.

- B. Performing Agency may access the Transactions List report in CMBHS to identify the amount of federal funds allocated to this award for each transaction.

- C. Cost Reimbursement Budget
 - 1. The Cost Reimbursement budget documents all approved and allowable expenditures; Performing Agency shall *only* utilize the funding detailed in Attachment B for approved and allowable costs. If Performing Agency requests to utilize funds for an expense not documented on the approved budget, Performing Agency shall notify, in writing, the System Agency assigned contract manager and request approval prior to utilizing the funds. System Agency shall provide written notification regarding if the requested expense is approved.
 - 2. If needed, Performing Agency may revise the System Agency approved Cost Reimbursement budget. The requirements are as follows:
 - a. Performing Agency is allowed to transfer funds from the budgeted direct categories only; with the exception of the Equipment Category. Grantee may transfer up to ten (10) percent of the Fiscal Year Contract value without System Agency approval. Budget revisions exceeding the ten percent requirement require System Agency's written approval.
 - b. Performing Agency may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the ten (10) percent requirement stated in (C)(2)(a), by submitting a written request to the Assigned contract manager. This change is considered a minor administrative change and does not require an amendment. The System Agency shall provide written notification if the budget revision is approved; and the assigned Contract Manager will update CMBHS, as needed.
 - c. Performing Agency may revise the Cost Reimbursement budget 'Equipment' and/or 'Indirect Cost' Categories, however a formal Amendment is required. Performing Agency shall submit to the assigned contract manager a written request to revise the budget, which includes a justification for the revisions. The assigned Contract Manager shall provide written notification stating if the requested revision is approved. If the revision is approved, the budget revision is *not* authorized and funds *cannot* be utilized until the Amendment is executed and signed by both parties.
 - 3. The budgeted indirect cost amount is provisional and subject to change. The System Agency reserves the right to negotiate Performing Agency's indirect cost amount, which may require Performing Agency to provide additional supporting documentation to the assigned contract manager.

D. Total reimbursement will not exceed \$200,000.00 for the period from Contract execution through August 31, 2019. Total reimbursement will not exceed \$200,000.00 for the period from September 1, 2019 through August 31, 2020.

FY2019 BUDGET (April 1, 2019 – August 31, 2019)

PERSONNEL	\$ 0.00
FRINGE BENEFITS	\$ 0.00
TRAVEL	\$ 0.00
EQUIPMENT	\$ 0.00
SUPPLIES	\$ 0.00
CONTRACTUAL	\$158,730.00
OTHER	\$ 0.00
TOTAL DIRECT CHARGES	\$158,730.00
INDIRECT CHARGES	\$ 41,270.00
TOTAL	\$200,000.00
SYSTEM AGENCY SHARE	\$200,000.00
MATCH	\$ 0.00

FY2020 BUDGET (September 1, 2019 – August 31, 2020)

PERSONNEL	\$ 0.00	
FRINGE BENEFITS	\$ 0.00	
TRAVEL	\$ 0.00	
EQUIPMENT	\$ 0.00	
SUPPLIES	\$ 0.00	
CONTRACTUAL	\$158,730.00	
OTHER	\$ 0.00	
TOTAL DIRECT CHARGES	\$158,730.00	
INDIRECT CHARGES	\$ 41,270.00	
TOTAL	\$200,000.00	
SYSTEM AGENCY SHARE	\$200,000.00	

MATCH	\$ 0.00
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HHSC Uniform Terms and Conditions Version 2.16
Published and Effective: March 26, 2019
Responsible Office: Chief Counsel



TEXAS

Health and Human Services

**Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.16.1**

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

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

“Amendment” means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters.

“Attachment” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference and made a part of this Contract.

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

“Deliverable” means the work product(s), including all reports and project documentation, required to be submitted by Grantee to the System Agency.

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

“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.

“Grantee” means the Party receiving funds under this Contract. May also be referred to as "Contractor" in certain attachments.

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

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property Rights” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

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

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

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

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

“Solicitation” or “Request for Applications (RFA)” means the document (including all amendments and attachments) issued by the System Agency under which applications for Program funds were requested, which is incorporated by reference for all purposes in its entirety.

“Solicitation Response” or “Application” means Grantee’s full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“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.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“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, authorized representatives and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

“Work Product” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee’s performance of its duties under the Contract or through use of any funding provided under this Contract.

“Uniform Grant Management Standards” or “UGMS” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- 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, 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 do not affect the interpretation of this Contract.

G. All Attachments, 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 will 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 will be deemed modified by the phrase “in its sole discretion.”

J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT METHODS AND RESTRICTIONS

2.1 PAYMENT METHODS

A. Except as otherwise provided by this Contract, the payment method will be one or more of the following:

i. Cost Reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;

ii. Unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or

iii. Advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law, state and federal regulations, and at the sole discretion of the System Agency.

B. Grantee shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.2 FINAL BILLING SUBMISSION

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received after the deadline may not be paid.

2.3 FINANCIAL STATUS REPORTS (FSRS)

Except as otherwise provided, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each quarter for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.4 USE OF FUNDS

Grantee shall expend funds under this Contract only for approved services and for reasonable and allowable expenses directly related to those services.

2.5 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.6 PROGRAM INCOME

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use Program Income, as provided in UGMS Section III, Subpart C, .25(g)(2), to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Contract.

2.7 NONSUPPLANTING

Grant funds may be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds in place to support current programs and related activities.

2.8 ALLOWABLE COSTS

Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable contracts. Grantee will provide the necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and Uniform Grant Management Standards (UGMS).

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 FUNDING

This Contract is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose

authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency’s or Grantee’s delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages, that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Grantee agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 RECAPTURE OF FUNDS

A. At its sole discretion, the System Agency may i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s), or ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice -

any funds erroneously paid by System Agency which are not expressly authorized under the Contract.

B. “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. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee’s repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include, but are not limited to:

Applicable Entity	Applicable Cost	Audit	Administrative
	Principles	Requirements	Requirements
State, Local, and Tribal Governments	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

Educational Institutions	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or Uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

- A. Audits i. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee will be subject to the sanctions and remedies for non-compliance with this Contract.
- ii. If Grantee, within Grantee’s fiscal year, expends at least SEVENHUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
- iii. If Grantee, within Grantee’s fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS.
- iv. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits.
- v. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

B. Financial Statements

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at: or,

<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>

ii. Email to: single_audit_report@hhsc.state.tx.us .

B. Financial Statements

Due no later than nine months after the Grantee's fiscal year end, Grantees which are not required to submit an audit, shall submit electronically financial statements via:

i. HHS portal at:

<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau> ; or,

ii. Email to: single_audit_report@hhsc.state.tx.us .

ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Grantee has reviewed the General Affirmations and that Grantee is in compliance with all requirements.

5.2 FEDERAL ASSURANCES

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Assurances and that Grantee is in compliance with all requirements.

5.3 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title,

and interest in and to the Work Product, including any, and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Grantee agrees to execute all papers and to perform such other property rights as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

6.2 GRANTEE'S PRE-EXISTING WORKS

To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works, and Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this **Article VI**.

6.4 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Contract. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Contract without the prior written consent of System Agency.

6.5 SURVIVAL

The provisions and obligations of this **Article VI** survive any termination or expiration of the Contract.

ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE

7.1 BOOKS AND RECORDS

Grantee 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 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. Unless otherwise specified in this Contract, Grantee shall maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the Contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.2 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS

In addition to any right of access arising by operation of law, Grantee and any of Grantee'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 Office of the Texas Attorney General, 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, Grantee 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. Grantee 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.

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.

B. As part of the services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.

7.4 SAO AUDIT

A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The 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, under the direction of the legislative audit committee, 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 state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

B. Grantee shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

7.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Grantee's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Grantee to take specific actions in order to remain in compliance with the Contract;
- iii. recouping payments made by the System Agency to the Grantee found to be in error;
- iv. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
- v. imposing any other remedies, sanctions or penalties authorized under this Contract or permitted by federal or state statute, law, regulation or rule.

8.2 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. The System Agency's right to terminate the Contract for convenience is cumulative of all rights and remedies which exist now or in the future.

8.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Grantee 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 Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any, or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

9.2 INSURANCE

A. Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

B. These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.3 LEGAL OBLIGATIONS

Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

9.4 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

9.5 INDEMNITY

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

B. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLEGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.

C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.

9.6 ASSIGNMENTS

A. Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

B. Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.7 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Should Grantee subcontract any of the services required in the Contract, Grantee expressly understands and acknowledges that in entering such subcontract(s), System Agency is in no manner liable to any Subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

9.8 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 (TGL). 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 will be incorporated into the Contract by reference for all purposes when it is issued.

9.9 DISPUTE RESOLUTION

A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.

B. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

9.10 GOVERNING LAW AND VENUE

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

9.11 SEVERABILITY

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.

9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Grantee from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

9.13 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.14 NO WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

9.15 PUBLICITY

A. Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

C. Contractor is prohibited from using the Work for any Contractor or third party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

9.16 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.17 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in the Contract will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.18 ENTIRE CONTRACT AND MODIFICATION

The Contract constitutes the entire agreement of the Parties and is 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 any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

9.19 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.20 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract.

9.21 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- i. all persons employed to perform duties within Texas during the term of the Contract; and
- ii. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Contract within the United States of America.

9.22 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

- v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
- vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.

B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>

E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.

G. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

9.23 SYSTEM AGENCY DATA

As between the Parties, all data and information acquired, accessed, or made available to Contractor by or through System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder, (the "**System Agency Data**"), is owned solely by System Agency. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor

to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.

Attachment D: General Affirmations

By entering into this Contract, Contractor affirms, without exception, as follows:

1. Contractor represents and warrants that these General Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, Subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract.
2. Contractor represents and warrants that all statements and information provided to the System Agency are current, complete, and accurate. This includes all statements and information relating in any manner to this Contract and any solicitation resulting in this Contract.
3. Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
4. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.
5. Under Section 2155.006, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.
6. Under Section 2261.053, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.
7. Under Section 231.006, Texas Family Code (relating to delinquent child support), Contractor certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated, and payment may be withheld if this certification is inaccurate.
8. Contractor certifies that: (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.
9. Contractor certifies that it, its principals, its Subcontractors, and any personnel designated to perform services related to this Contract are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity.

10. Contractor certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>, which Contractor may review in making this certification. Contractor acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.
11. In accordance with Texas Government Code Section 669.003 (relating to contracting with the executive head of a state agency), Contractor certifies that it (1) is not the executive head of the System Agency; (2) was not at any time during the past four years the executive head of the System Agency; and (3) does not employ a current or former executive head of the System Agency.
12. Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
13. Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
14. Contractor represents and warrants that it will comply with Texas Government Code Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
15. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.
16. Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of the System Agency who during the period of state service or employment participated on behalf of the System Agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the officer's or employee's service or employment with the System Agency ceased.
17. Contractor understands that the System Agency does not tolerate any type of fraud. The System Agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud including, but not limited to, HHS Circular C-027.
18. Contractor represents and warrants that it has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Contractor hereby assigns to System Agency any claims

for overcharges associated with this Contract under 15 U.S.C. § 1, *et seq.*, and Texas Business and Commerce Code § 15.01, *et seq.*

19. Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included numbered paragraph 1 of these General Affirmations within the five (5) calendar years immediately preceding the execution of this Contract that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to the System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the System Agency's consideration of entering into this Contract. In addition, Contractor represents and warrants that it shall notify the System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update the System Agency shall constitute breach of contract and may result in immediate termination of this Contract.
20. Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
21. Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.
22. Contractor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind Contractor.
23. Contractor represents and warrants that these General Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, Subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract.
24. Contractor represents and warrants that all statements and information provided to the System Agency are current, complete, and accurate. This includes all statements and information relating in any manner to this Contract and any solicitation resulting in this Contract.
25. Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
26. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.
27. Under Section 2155.006, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.

28. Under Section 2261.053, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.
29. Under Section 231.006, Texas Family Code (relating to delinquent child support), Contractor certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated, and payment may be withheld if this certification is inaccurate.
30. Contractor certifies that: (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.
31. Contractor certifies that it, its principals, its Subcontractors, and any personnel designated to perform services related to this Contract are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity.
32. Contractor certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>, which Contractor may review in making this certification. Contractor acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.
33. In accordance with Texas Government Code Section 669.003 (relating to contracting with the executive head of a state agency), Contractor certifies that it (1) is not the executive head of the System Agency; (2) was not at any time during the past four years the executive head of the System Agency; and (3) does not employ a current or former executive head of the System Agency.
34. Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
35. Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
36. Contractor represents and warrants that it will comply with Texas Government Code Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
37. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not

38. allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.
39. Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of the System Agency who during the period of state service or employment participated on behalf of the System Agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the officer's or employee's service or employment with the System Agency ceased.
40. Contractor understands that the System Agency does not tolerate any type of fraud. The System Agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud including, but not limited to, HHS Circular C-027.
41. Contractor represents and warrants that it has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Contractor hereby assigns to System Agency any claims for overcharges associated with this Contract under 15 U.S.C. § 1, *et seq.*, and Texas Business and Commerce Code § 15.01, *et seq.*
42. Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included numbered paragraph 1 of these General Affirmations within the five (5) calendar years immediately preceding the execution of this Contract that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to the System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the System Agency's consideration of entering into this Contract. In addition, Contractor represents and warrants that it shall notify the System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update the System Agency shall constitute breach of contract and may result in immediate termination of this Contract.
43. Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
44. Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

ATTACHMENT E: SPECIAL CONDITIONS

The Uniform Terms and Conditions, Attachment C of this Contract, are revised as follows:

Section 2.2, Final Billing Submission, is deleted in its entirety and replaced with the following:

2.2 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than sixty (60) calendar days following the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than sixty (60) calendar days following the termination of the Contract may not be paid.

Section 2.3, Financial Status Reports, is deleted in its entirety and replaced with the following:

2.3 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than sixty (60) calendar days following the end of the applicable term.

Section 6.1, Ownership, is deleted in its entirety and replaced with the following:

6.1 Ownership

Other than intellectual property interests, System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

Section 6.2, Intellectual Property, is deleted in its entirety and replaced with the following:

6.2 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property.
- b. 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 Part that creates such Intellectual Property.
- c. Grantee 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 Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license in any subcontracts under this Contract.

- d. 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. Grantee 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. Grantee 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."

Section 7.5, Confidentiality, is deleted in its entirety and replaced with the following:

7.5 Confidentiality

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.

Section 7.6, Public Information Act, is deleted in its entirety and replaced with the following:

7.6 Public Information Act

Information related to the performance of this Contract may be subject to the PIA. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

Section 9.2, Insurance, is deleted in its entirety and replaced with the following:

9.2 Insurance

As an agency of the State of Texas, Grantee agrees to maintain the highest levels of insurance as required by applicable law. Grantee is self-insured with respect to Worker's Compensation Insurance (Texas Labor Code title 5, Chapter 503, Workers' Compensation Insurance for Employees of The University of Texas System). Under the law of the State of Texas, Grantee is unable to obtain Employer's Liability, Comprehensive General or Public Liability, and Comprehensive Automobile Insurance. In lieu of this, the Texas Tort Claims Act provides for remedies against the State for legal proceedings for claimants for personal injuries or death (Texas Civil Code Title 5, Chapter 101, Governmental Liability).

Section 9.4, Permitting and Licensure, is deleted in its entirety and replaced with the following:

Section 9.4, Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law.

Section 9.5, Indemnity, is deleted in its entirety and replaced with the following:

9.5 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS (IF SO AWARDED BY A COURT OF COMPETENT JURISDICTION) ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**

SUBJECT TO THE STATUTORY DUTIES OF THE TEXAS ATTORNEY GENERAL, GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

Section 9.15, Publicity, is deleted in its entirety and replaced with the following:

9.15 Publicity

Except as provided in the paragraph below or required under applicable law, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract following the System Agency's prior review and comment. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

Section 9.17, No Waiver of Sovereign Immunity, is deleted in its entirety and replaced with the following:

9.17 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency or the Grantee.

Section 9.21, E-Verify Program, is deleted in its entirety and replaced with the following:

9.21 E-Verify Program

Grantee will confirm the eligibility of all new persons employed by Grantee on or after September 1, 2015, to perform duties within the State of Texas during the contract term. To the extent applicable law requires a higher standard of employment verification, Grantee will comply with the applicable law.

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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	
The University of Texas Health Science Center at San Antonio	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: Chris Middle Name: <input type="text"/>
* Last Name: Green	Suffix: <input type="text"/>
* Title: Senior Director, Sponsored Programs	
* SIGNATURE: 	* DATE: August 28, 2019

[View Burden Statement](#)OMB Number: 4040-0007
Expiration Date: 01/31/2019**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:

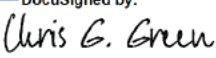
1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give 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.

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Prescribed by OMB Circular A-102

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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by:  16DCC2C24476462... APPLICANT ORGANIZATION	TITLE Senior Director, Sponsored Programs
The University of Texas Health Science Center at San Antonio	DATE SUBMITTED August 28, 2010

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