

**SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. HHS000477100037
UNDER THE
COMMUNITY MENTAL HEALTH GRANT PROGRAM**

I. PURPOSE

The Health and Human Services Commission (“System Agency” or “HHSC”), and Texas A&M International University (“Grantee”) (each a “Party” and collectively the “Parties”) enter into the following contract to provide funding for the Community Mental Health Grant (“MH/CMHG”) program (the “Contract”).

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with Chapter 531 of the Texas Government Code.

III. DURATION

The Contract is effective on September 1, 2020, and terminates on August 31, 2022, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this Contract through August 31, 2025.

IV. BUDGET

The total value of this Contract will not exceed \$2,329,820.00. This includes the System Agency’s share of \$1,164,910.00 and Grantee’s required match amount of \$1,164,910.00. All expenditures under the Contract will be in accordance with the provisions outlined in **Attachment B, Budget and Targets**.

V. REPORTING REQUIREMENTS

All reporting requirements under the Contract will be in accordance with the terms outlined in **Attachment A, Statement of Work**.

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

Name: Health and Human Services
Commission
Address: P.O. Box 149347 (MC 2058)
City and Zip: Austin, TX 78714-9347
Contact Person: Paula Arbuckle

Grantee

Name: Texas A&M International
University
Address: 5201 University Boulevard
City and Zip: Laredo, TX 78041
Contact Person: Thomas Mitchell

Email: Paula.Ar buckle@hhsc.state.tx.us
Telephone: 512-206-5237
Fax number: 512-206-5307
Agency Number: 35295295295

E-Mail: tmitchell@tamiu.edu
Telephone: 956-326-2240
Fax number:
Agency Number: 17417613985

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
Brown-Heatly Building
4900 N. Lamar Blvd.
Austin, TX 78751-2316
P.O. Box 13247
Attention: Karen Ray

Grantee

Texas A&M International University
5201 University Boulevard
Laredo, TX 78041
Attention: Thomas Mitchell

I. NOTICE REQUIREMENTS

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


- A. include the Contract number;
- B. be sent to the person(s) identified in the Contract; and,
- C. comply with all terms and conditions of the Contract.

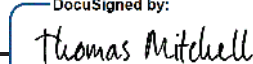
SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR SYSTEM AGENCY
CONTRACT NO. HHS000477100037**

SYSTEM AGENCY

GRANTEE

DocuSigned by:

Si CD39FD232D2A415...
Sonja Gaines

DocuSigned by:

Sig 8CEF280344A74F8...
Thomas Mitchell

Assoc. Commissioner IDD/BH

Provost & Vice President of Academic Affairs

Date of Signature: August 21, 2020

Date of Signature: August 21, 2020

THE FOLLOWING ATTACHMENTS ARE HEREBY INCORPORATED BY REFERENCE:

- ATTACHMENT A – STATEMENT OF WORK**
- ATTACHMENT A-1 – SBHCC REPORT**
- ATTACHMENT A-2 – MATCH CERTIFICATION FORM**
- ATTACHMENT A-3 – PROJECT EXPENDITURE REPORT**
- ATTACHMENT B – BUDGET AND TARGET PROCEDURES**
- ATTACHMENT C – UNIFORM TERMS AND CONDITIONS - GOVERNMENT ENTITY v3.2**
- ATTACHMENT D – TEXAS A&M SUPPLEMENTAL CONDITIONS v3.2**
- ATTACHMENT E – PAGE INTENTIONALLY LEFT BLANK**
- ATTACHMENT F – ASSURANCES AND LOBBYING CERTIFICATION**
- ATTACHMENT G – DATA USE AGREEMENT TEXAS STATE DATA EXCHANGE COMPACT**
- ATTACHMENT H – SYSTEM AGENCY SOLICITATION NO. HHS0004771**
- ATTACHMENT I – GRANTEE’S SOLICITATION RESPONSE**
- ATTACHMENT J – PAGE INTENTIONALLY LEFT BLANK**

ATTACHMENTS FOLLOW

ATTACHMENT A STATEMENT OF WORK

I. PROGRAM BACKGROUND

The Texas Legislature passed HB 13 in 2017. The bill created the Community Mental Health Grant (CMHG) Program. The CMHG Program assists persons with mental illness by providing grants to certain comprehensive data-driven mental health systems that promote both wellness and recovery.

II. GRANTEE'S RESPONSIBILITIES

A. Grantee shall implement a CMHG Program that:

1. Aligns with the mission, vision, and goals of the Texas Statewide Behavioral Health Strategic Plan ("Strategic Plan") and its 2019 update;
2. Addresses gaps, goals, and strategies identified in the Strategic Plan;
3. Supports community programs providing mental health care services and treatment to individuals with mental illness;
4. Coordinates mental health care services for individuals with mental illness with other transition support services;
5. Enhances external stakeholder partnerships;
6. Fosters community collaboration;
7. Encourages greater continuity of care for individuals receiving services through a diverse local provider network;
8. Reduces the duplication of mental health services provided in the local service area; and
9. Contemplates continuity of operations in the event of a man-made or natural disaster.

B. The CMHG Program shall include at least one of the following three preferred strategies:

1. Provision of mental health treatment, prevention, early intervention, and/or recovery services including, but not limited to:
 - a. Client education and skills development;
 - b. Screening and assessment;
 - c. Case management;
 - d. Integrated medical services, including medication management;
 - e. Mental health rehabilitation;
 - f. Psychotherapy;
 - g. Nursing support;
 - h. Co-occurring treatment; and
 - i. Peer services.
2. Activities and/or services that assist with persons transitioning between or remaining engaged in mental health services including, but not limited to:
 - a. Care coordination and/or navigation services;
 - b. Childcare;
 - c. Transportation;
 - d. Employment and education services; and
 - e. Housing.
3. Community partnership and coordination activities to identify unmet local needs, develop strategies, and implement activities.

ATTACHMENT A STATEMENT OF WORK

- C. The CMHG Program may also include optional strategies that complement preferred strategies, including but not limited to:
 - 1. Workforce enhancement strategies such as training or educational stipends;
 - 2. Strategies that increase access to services;
 - 3. Needs assessments;
 - 4. Evaluations;
 - 5. Sustainability strategies; and/or
 - 6. Population-based strategies such as awareness campaigns.

- D. The CMHG Program's services and treatment must be:
 - 1. Delivered using a trauma-informed approach;
 - 2. Implemented with model fidelity to an evidence-based program or based upon best available research;
 - 3. Planned in partnership with the person and inclusive of peers and family members;
 - 4. Provided in an environment that is most appropriate and/or based on a person's preference;
 - 5. Provided in a culturally and linguistically sensitive manner;
 - 6. Tailored to a person's unique strengths and needs; and
 - 7. Delivered using a holistic method that integrates mental health services with other services including substance use disorder, intellectual and/or developmental disability, and physical health services.

- E. The CMHG Program shall dedicate matching funds equal to a certain percentage of the state award, based on the population of the counties proposed to be served. Matching funds may include cash or in-kind contributions but must not include funds from state or federal sources.
 - 1. Projects providing or coordinating services in a county with a population of 250,000 or greater must match 100 percent of the amount of state funds awarded.
 - 2. Projects providing or coordinating services in a county with a population of less than 250,000 must match 50 percent of the amount of state funds awarded.
 - 3. Projects providing or coordinating services in multiple counties must match the percentage required based on the county with the largest population in the proposed project service area.

III. PERFORMANCE MEASURES

- A. The terms of this Attachment will be used to assess Grantee's effectiveness in providing the services described above. System Agency may request validation of performance measures at any time and Grantee must provide a timely response to System Agency's validation request.

- B. Grantee shall collect and report to HHSC individual-level information for program participants using HHSC-approved instruments. Types of data shall include, but are not limited to:
 - 1. Pre and post-service assessment on each individual client served;
 - 2. Service amounts received per client;

ATTACHMENT A STATEMENT OF WORK

3. Standard demographic information for each client, such as gender, race, ethnicity, income, education, age; and,
 4. Adverse events avoided for program participants.
- C. Grantee shall submit a Performance Report no later than thirty (30) calendar days after the end of each state fiscal year quarter, which comprises the reporting period for that report. Performance reports must show progress towards both:
1. Outputs: Counts or percentages that show the amount of services/activities or encounters delivered; and,
 2. Outcomes: Measures showing benefits to program participants as a result of services/activities received (such as positive changes to knowledge, skills and/or behaviors).
- D. HHSC will negotiate performance measures with Grantees using a standardized menu of outputs and outcomes that will align with the type of work funded. Examples of output measures to be negotiated and incorporated into contracts include, but are not limited to:
1. The number of unduplicated individuals served annually (by state fiscal year);
 2. The number of unduplicated individuals served monthly;
 3. The number of encounters, treatment/services provided, activities occurring per month;
 4. The percentage of service slots that are filled per month;
 5. The percentage of individuals that receive the intended number of service encounters;
 6. The percentage of individuals that receive the required screenings/assessments; and
 7. The percentage of individuals who complete required survey instruments (e.g. satisfaction surveys).
- E. Grantee shall submit Statewide Behavioral Health Coordinating Council reports semi-annually using **Attachment A-1, SBHCC Report**.

IV. GRANTEE DATA REPORTING & DATA SYSTEM REQUIREMENTS

- A. Grantees shall develop a process to document and aggregate information for clients served by the Grantee's funded project(s). This information shall be used to report aggregate-level data to HHSC on a quarterly basis using an automated database or data system identified and provided by HHSC.
- B. Grantee shall have the ability to use a database or data system identified and provided by HHSC by adhering to the following requirements:
1. Grantee shall have Internet access and an adequate number of computers of sufficient capability to use the HHSC-provided database or data system to report data to HHSC.
 2. Grantee's network monitoring shall include troubleshooting or assistance with Grantee-owned Wide Area Networks (WANs), Local Area Networks (LANs), router switches, network hubs or other equipment and Internet Service Provider (ISP).
 3. Grantee shall maintain responsibility for local end-user procedures and is responsible for data back-up, restoration, and contingency planning functions for all local data.
 4. Grantee shall designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a

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system for management of user accounts/user roles to ensure that all user accounts are current.

5. Grantee shall ensure that adequate internal controls, security, and oversight are established for the approval and electronic transfer of information regarding payments and reporting requirements.
6. Grantee shall develop and maintain a written security policy that ensures adequate system security and protection of confidential information.
7. Grantee shall notify System Agency immediately if a security violation is detected, or if Grantee has any reason to suspect that the security or integrity of the database or data system has been or may be compromised in any way.
8. Grantee shall develop and maintain internal controls, security, and oversight for the approval and electronic transfer of data into a database or data system. Grantee must submit data that is true, accurate, and complete at the time of submission.
9. Grantee shall complete a Security Administrator Attestation & Authorized Users List, confirming Grantee has reviewed the names of agency employees who have access to database systems that may be used in conducting business with System Agency, and Grantee has removed access to users who are no longer authorized to access secure data.

C. In its sole discretion, HHSC may limit or deny Grantee's access to the database or data system at any time. If HHSC limits or denies access to the database or data system, HHSC must approve alternative data submission arrangements.

D. HHSC will provide support for the database or data system, including at a minimum the following assistance:

1. Problem tracking and problem resolution.
2. Provision of telephone numbers for Grantees to access expert assistance with resolving problems related to the HHSC-provided database or data system.
3. Initial training in the HHSC-provided database or data system, as well as subsequent ongoing end-user training.

V. INVOICE AND PAYMENT

A. HHSC will reimburse Grantee monthly on a cost-reimbursement basis for allowable and reported expenses incurred within the grant term.

B. Grantee shall request monthly payments on or before the 30th day of the month, using the CMBHS Invoices module. Grantee shall include supporting documentation for all CMHG expenses in its monthly payment requests. Supporting documentation includes a copy of Grantee's General Ledger, quarterly **Attachment A-2 - Match Certification Form** when appropriate, monthly **Attachment A-3 - Project Expenditure Report**, and any other financial report requested by HHSC to prove expenditure of funds by cost category.

C. Grantee shall submit quarterly Financial Status Reports (FSRs) on or before the 30th day following the close of the State fiscal quarter (i.e., December 30th, March 30th, June 30th, and September 30th) using the CMBHS FSRs module.



A-1

Behavioral Health Matching Grant Program Report
to Statewide Behavioral Health Coordinating Council
Reporting Period (Fiscal Year and Quarters): _____

Program Overview

Matching Grant Program
Grantee Organization
Grant Project Name
State Funds Awarded
Matching Funds Required
Total Project Cost

Description of Local Service Area

Population
Designation
[LMHA/LBHA serving service area](#)
Counties Served

Grant Project Details

Grant Project Description
[Statewide Behavioral Health Strategic Plan Strategies Addressed](#)
[Statewide Behavioral Health Strategic Plan Gaps Addressed](#)
Ages to be served by Project
Special populations to be served by Project
Number of Unduplicated Individuals to be served annually
Number of Unduplicated Individuals to be served monthly
Cumulative number of individuals served to date
Project Goals/Expected Outcomes

Cumulative progress toward goals and outcomes

Collaborative Details

Primary Collaborative Partner Organizations

How have collaborative partners helped you leverage your grant expenditures?

Project Implementation Details

What challenges have you encountered or do you anticipate encountering as you continue to implement the project?

SECTION 1

1	Vendor Name	Vendor Name	
2	Program	MH/CMHG	
3	Contract Nbr	Contract Number	
4	State Fiscal Quarter End Date	State Fiscal Quarter End Date	Select Last Date of State Fiscal Quarter

SECTION 2

5	Enter HHSC Share of the Contract		
6	Enter Contractor's Share of the Contract		
7	Sum (Line 5 + Line 6)		\$0.00
8	HHSC Percentage of the Contract (Line 5 / Line 7)		#DIV/0!
9	Contractor's Percentage of the Contract (100% minus Line 8)		#DIV/0!

SECTION 3

10	Enter Total Cumulative Allowable Cash Expenditures (IMPORTANT - IF PROGRAM INCOME HAS BEEN COLLECTED, SEE INSTRUCTIONS)		
11	Enter Total Cumulative Allowable In-kind Contributions		
12	Total Cumulative Project Costs (Line 10 + Line 11) Thru "Period Covered"	State Fiscal	\$0.00
13	Contractor's Required Match (Line 12 x Line 9) Thru "Period Covered"	#DIV/0	#DIV/0
14	HHSC Maximum Cumulative Share (% of total cumulative project costs from line 12)	#DIV/0	#DIV/0!
15	The Lesser Amount From Line 10 and Line 14. This is the maximum amount of the cumulative project costs that HHSC may reimburse.		#DIV/0!
16	Total of the previous Invoices/Reimbursement Requests (before reductions for advance repayment, if any - do not include the amount received as an advance)		
17	Reconciliation - Payment Due To/From Contractor Thru "Period Covered" - If Line 15 is greater than Line 16, difference due to Contractor. If Line 15 is less than Line 16, difference due to DSHS.		#DIV/0

SECTION 4

18	Advance Received (if any)		
19	Enter Cumulative Amount of Advance Repaid (including amount repaid with this voucher)		
20	Balance to be Repaid (Line 26 minus Line 27)		\$0.00

SECTION 5

21	CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all match, outlays and unliquidated obligations are for the purposes set forth in the award documents.	
	Typed or Printed Name and Title	Date Submitted
22		

Vendor Name	Contract #	Contract Number	Project Name	Project Category	Report Month	Fiscal Year	Budget Category	Approved HSC Funds Budgeted	Match Funds Budgeted	Cumulative HSC Funds Expended	Cumulative Match Utilized/Expended	Total Cumulative Expenditures
Vendor Name		Contract Number	[Project Name]	Project Category	SELECT MONTH	FY	Personal					\$0.00
Vendor Name		Contract Number	[Project Name]	Project Category	SELECT MONTH	FY	Fringe Benefits					\$0.00
Vendor Name		Contract Number	[Project Name]	Project Category	SELECT MONTH	FY	Travel					\$0.00
Vendor Name		Contract Number	[Project Name]	Project Category	SELECT MONTH	FY	Contractual					\$0.00
Vendor Name		Contract Number	[Project Name]	Project Category	SELECT MONTH	FY	Other					\$0.00
Vendor Name		Contract Number	[Project Name]	Project Category	SELECT MONTH	FY	Equipment					\$0.00
Vendor Name		Contract Number	[Project Name]	Project Category	SELECT MONTH	FY	Indirect					\$0.00
							Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ATTACHMENT B – BUDGET AND TARGET PROCEDURES
Grantee: Texas A&M International University

- A. Funding Source: State General Revenue.
- B. Funding Amounts by State Fiscal Year (i.e., September 1st through August 31st)
 - 1. 2021: HHSC Award - \$582,455.00, Contractor Match - \$582,455.00; and
 - 2. 2022: HHSC Award - \$582,455.00, Contractor Match - \$582,455.00.
- C. Total Reimbursements for the grant term will not exceed \$1,164,910.00.
- D. Grantee's match requirement for the grant term will not exceed \$1,164,910.00.
- E. Cost Reimbursement Budget:
 - 1. System Agency will provide written technical guidance correspondence documenting approval or denial of Grantee's cost reimbursement budget.
 - 2. Grantee's approved cost reimbursement budget documents all allowable expenditures.
 - 3. Grantee shall only utilize the funding for allowable costs. If Grantee requests to utilize funds for an expense not documented on the approved cost reimbursement budget, Grantee shall notify System Agency, in writing, and must receive written approval prior to utilizing the funds. System Agency shall provide written notification documenting approval/disapproval of the requested expense.
 - 4. Grantee may revise the System Agency-approved cost reimbursement budget. Revision requirements are as follows:
 - a. System Agency approves Grantee's transfer of up to ten (10) percent of funds from budgeted direct cost categories only, excluding the 'Equipment' category. Budget revisions exceeding ten (10) percent requirement require System Agency's written approval.
 - b. Grantee may request revisions to the approved cost reimbursement budget direct cost categories that exceed the ten (10) percent requirement by submitting a written request to the System Agency assigned contract manager. This change is considered a minor administrative change and does not require a contract amendment. System Agency shall provide written notification through technical guidance correspondence documenting approval or denial of Grantee's budget revision.
 - c. Grantee may revise the cost reimbursement budget 'Equipment' cost category, however a formal contract amendment is required. Grantee shall submit to the System Agency assigned contract manager a written request to revise the budget, which includes a justification for the revisions. System Agency will amend the contract if Grantee's revision request is approved. Grantee's budget revision is not authorized, and funds cannot be utilized until the contract amendment is executed.
 - d. If Attachment J - Indirect Cost Rate Letter is required but it is not issued by HHSC at the time of Contract execution, Grantee may revise the cost reimbursement budget to incorporate Grantee's new indirect cost rate. This change is considered a minor administrative change and does not require a

contract amendment. System Agency shall provide written notification through technical guidance correspondence documenting approval or denial of Grantee's budget revision and will incorporate the new Attachment J - Indirect Cost Rate Letter into the Contract by reference as necessary.

- F. System Agency will provide written notification through technical guidance correspondence documenting approval of Grantee's performance targets. Grantee may request revisions to the approved performance targets by submitting a written request to the System Agency assigned contract manager. This change is considered a minor administrative change and does not require a contract amendment. System Agency shall provide written notification through technical guidance correspondence documenting approval of Grantee's performance targets.

ATTACHMENT C



TEXAS
Health and Human Services

Health and Human Services (HHS)

**Uniform Terms and Conditions -
Governmental Entity**

Version 3.2

Published and Effective - May 2020

Responsible Office: Chief Counsel

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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.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any attachments, and any Amendments, purchase orders, and Work Orders that may be issued by the System Agency.

“Deliverables” means the goods, services, Work, and Work Product to be provided to System Agency under the Contract.

“DSHS” means the Department of State Health Services.

“Effective Date” means 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.

“HHSC” means the Health and Human Services Commission.

“Health and Human Services” or “HHS” includes HHSC and DSHS.

“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 rights 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.

“Local Government” means a Texas governmental unit defined under and authorized to enter this contract by Texas Government Code, Chapter 791.

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

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

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

“Receiving Agency” means HHSC or DSHS, as applicable, Agency receiving the benefit of the goods or services provided under this Contract.

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

“Solicitation” means the document, if any, issued by the System Agency (including any published addenda, exhibits, and attachments) under which the goods or services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

“Solicitation Response” means Performing Agency’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 Agency” means a Texas “Agency” as defined under Texas Government Code, Chapter 771.

“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 the Texas Comptroller of Public Accounts’ state travel laws, rules, and policies.

“System Agency” means HHSC or DSHS, as applicable.

“Third Party IP” means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not a subcontractor.

“Work” means all services to be performed, goods to be delivered, and any appurtenant actions performed, and items produced, conceived, or developed, including Deliverables.

“Work Order” means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

“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 Performing Agency in connection with Performing Agency’s performance of its duties under the Contract or through use of any funding provided under this Contract.

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, rule, or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, or supplementing the statute or regulation.
- D. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- E. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- F. 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.
- G. 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.”
- H. Time is of the essence in this Contract.

ARTICLE II. PAYMENT PROVISIONS

2.1 PAYMENT

Payment shall be made in accordance with Government Code, Chapter 771, Government Code, Chapter 791, or Government Code, Chapter 2251.051, as applicable.

2.2 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Performing Agency in connection with its provision of the services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.
- B. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller of Public Accounts’ *Texttravel* accessible at the Texas Comptroller of Public Accounts website.

2.3 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of Work under this Contract. All Work requested may be on an irregular and as needed basis throughout the Contract term.

2.4 TAXES

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Performing Agency represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Performing Agency or its employees. System Agency shall not be liable for any taxes resulting from the contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

The Contract is subject to termination or cancellation, without penalty to the 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 Performing Agency'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 Performing Agency 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

Performing Agency 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 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may:
- i. withhold all or part of any payments to Performing Agency to offset overpayments, unallowable or ineligible costs made to the Performing Agency, or if any required financial status report(s) is not submitted by the due date(s); or,
 - ii. require Performing Agency 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. Performing Agency 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. Performing Agency further understands and agrees that reimbursement of such disallowed costs shall be paid by Performing Agency from funds which were not provided or otherwise made available to Performing Agency under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.1 WARRANTY

Performing Agency warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Contract; and all Deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Performing Agency has failed to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Performing Agency, at its sole expense, to:

- i. Repair or replace all defective or damaged Work;
- ii. Refund any payment Performing Agency received from System Agency for all defective or damaged Work and, in conjunction therewith, require Performing Agency to accept the return of such Work; and,
- iii. Take necessary action to ensure that Performing Agency's future performance and Work conform to the Contract requirements.

4.2 CONTRACT AFFIRMATIONS

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

4.3 FEDERAL ASSURANCES

Performing Agency certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal assurances and that Performing Agency is in compliance with all requirements.

4.4 FEDERAL CERTIFICATIONS

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

ARTICLE V. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Performing Agency and Performing Agency's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. 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, Performing Agency 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.

- C. Performing Agency agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Performing Agency has any rights in and to the Work Product that cannot be assigned to System Agency, Performing Agency 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.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Performing Agency. Performing Agency shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

5.2 PERFORMING AGENCY'S PRE-EXISTING WORKS

- A. To the extent that Performing Agency incorporates into the Work Product any works of Performing Agency that were created by Performing Agency or that Performing Agency acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Performing Agency retains ownership of such Incorporated Pre-existing Works.
- B. Performing Agency hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, 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.
- C. Performing Agency represents, warrants, and covenants to System Agency that Performing Agency has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

5.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Performing Agency, Performing Agency hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business purposes only,
 - i. to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and
 - ii. to authorize others to do any or all of the foregoing.
- B. Performing Agency shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Performing Agency shall

notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

- C. Performing Agency shall provide System Agency all supporting documentation demonstrating Performing Agency's compliance with this **Section 5.3**, including without limitation documentation indicating a third party's written approval for Performing Agency to use any Third Party IP that may be incorporated in the Work Product.

5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

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

5.5 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, Performing Agency shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Performing Agency's failure to timely deliver such Work Product is a material breach of the Contract. Performing Agency will not retain any copies of the Work Product or any documentation or other products or results of Performing Agency's activities under the Contract without the prior written consent of System Agency.

5.6 SURVIVAL

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

5.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Performing Agency by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Performing Agency in the course of providing data processing services in connection with Performing Agency's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.
- B. Performing Agency 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 Performing Agency to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Performing Agency 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.
- D. Performing Agency shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Performing Agency's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Performing Agency's performance of its obligations hereunder.

ARTICLE VI. PROPERTY

6.1 USE OF STATE PROPERTY

- A. Performing Agency is prohibited from using State Property for any purpose other than performing services authorized under the Contract.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Performing Agency shall not remove State Property from the continental United States. In addition, Performing Agency may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Performing Agency shall not perform any maintenance services on State Property unless the Contract expressly authorizes such services.
- E. During the time that State Property is in the possession of Performing Agency, Performing Agency shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Performing Agency's use of State Property that exceeds the Contract scope. Performing Agency shall fully reimburse such charges to System Agency within ten (10) calendar days of Performing Agency's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

6.2 DAMAGE TO GOVERNMENT PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Performing Agency or Performing Agency's employees, agents, Subcontractors, and suppliers, Performing Agency shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Performing Agency shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Performing Agency shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Performing Agency's receipt of System Agency's notice of amount due.

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Contract is terminated for any reason, or upon its expiration State Property remains the property of the System Agency and must be returned to the System Agency by the end date of the Contract or upon System Agency's request.

ARTICLE VII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

7.1 RECORD MAINTENANCE AND RETENTION

- A. Performing Agency shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and 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.
- B. Performing Agency shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Performing Agency for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

7.2 AGENCY'S RIGHT TO AUDIT

- A. Performing Agency shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Performing Agency pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.
- B. In addition to any right of access arising by operation of law, Performing Agency and any of Performing Agency's affiliate or subsidiary organizations, or subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Performing Agency shall produce original documents related to this Contract.
- D. 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.
- E. Performing Agency shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Performing Agency 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 Performing Agency's or its Subcontractor's sole expense. Whether Performing Agency's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Performing Agency must provide to System Agency upon request a copy of those portions of Performing Agency's and its subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.

7.4 STATE AUDITOR'S RIGHT TO 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. The Performing Agency 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

Performing Agency 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 Data, System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract. The obligations of Performing Agency under this section will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Performing Agency.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Performing Agency's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Performing Agency 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 Performing Agency to take specific actions in order to remain in compliance with the Contract;
- iii. recouping payments made by the System Agency to the Performing Agency found to be in error;

- iv. suspending, limiting, or placing conditions on the Performing Agency's continued performance of Work; or
- v. imposing any other remedies, sanctions, or penalties authorized under this Contract or permitted by federal or state law.

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract, in whole or in part, 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 the System Agency's notice of termination.

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 Performing Agency has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Performing Agency's duties under the Contract. Performing Agency's misrepresentation in any aspect of Performing Agency's Solicitation Response, if any, or Performing Agency's addition to the System for Award Management (SAM) exclusion list 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 Performing Agency no longer maintains the financial viability required to complete the Work, or otherwise fully perform its responsibilities under the Contract.

8.4 PERFORMING AGENCY RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Contract for cause, the Performing Agency shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Performing Agency. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation attributable to Performing Agency's failure to perform any Work in accordance with the terms of the Contract.

ARTICLE IX. GENERAL 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, Performing Agency 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. Performing Agency 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, Performing Agency 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, Performing Agency must produce renewal certificates for each type of coverage.

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

9.3 LIMITATION ON AUTHORITY

- A. The authority granted to Performing Agency by the System Agency is limited to the terms of the Contract.
- B. Performing Agency shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Performing Agency may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- C. Performing Agency may not rely upon implied authority and is not granted authority under the Contract to:
- i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Performing Agency, the Performing Agency shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

9.4 LEGAL OBLIGATIONS

Performing Agency 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. Performing Agency shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

9.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Performing Agency shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended

throughout the term of the Contract. System Agency reserves the right, in its sole discretion, to unilaterally amend the Contract to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

9.6 E-VERIFY PROGRAM

Performing Agency certifies that for contracts for services, Performing Agency shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

- i. all persons employed by Performing Agency to perform duties within Texas; and
- ii. all persons, including subcontractors, assigned by the Performing Agency to perform Work pursuant to the Contract within the United States of America.

9.7 PERMITTING AND LICENSURE

At Performing Agency's sole expense, Performing Agency 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 Performing Agency to provide the goods or services required by this Contract. Performing Agency shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Performing Agency shall be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

9.8 SUBCONTRACTORS

Performing Agency may not subcontract any or all of the Work and/or obligations under the Contract without prior written approval of the System Agency. Subcontracts, if any, entered into by the Performing Agency shall be in writing and be subject to the requirements of the Contract. Should Performing Agency subcontract any of the services required in the Contract, Performing Agency expressly understands and acknowledges that in entering into such subcontract(s), System Agency is in no manner liable to any subcontractor(s) of Performing Agency. In no event shall this provision relieve Performing Agency of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract.

9.9 INDEPENDENT PERFORMING AGENCY

Performing Agency and Performing Agency's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Performing Agency nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Performing Agency 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 Performing Agency and System Agency.

9.10 GOVERNING LAW AND VENUE

This 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 of the Contract is held to be illegal, invalid or unenforceable by a court of law or equity, such construction will not affect the legality, validity or enforceability of any other provision or provisions of this Contract. It is the intent and agreement of the Parties this Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Contract will continue in full force and effect.

9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Performing Agency 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 Party 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 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. If the Performing Agency's claim for breach of contract cannot be resolved informally with the System Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Performing Agency shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Performing Agency with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

- B. The contested case process provided in Chapter 2260 is the Performing Agency's sole and exclusive process for seeking a remedy for an alleged breach of contract by the System Agency if the Parties are unable to resolve their disputes as described above.
- C. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the System Agency, the Performing Agency shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Performing Agency may suspend performance during the pendency of such claim or dispute if the Performing Agency has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

9.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Performing Agency 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.

9.16 MEDIA RELEASES

- A. Performing Agency shall not use System Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Performing Agency is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Performing Agency may publish, at its sole expense, results of Performing Agency 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.

9.17 NO MARKETING ACTIVITIES

Performing Agency is prohibited from using the Work for any Performing Agency 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 Performing Agency'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 Performing Agency as part of the Work.

9.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Performing Agency 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.

9.19 SOVEREIGN IMMUNITY

Nothing in the Contract shall 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.

9.20 ENTIRE CONTRACT AND MODIFICATION

This 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.

9.21 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.

9.22 CIVIL RIGHTS

- A. Performing Agency shall comply with all applicable 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, *et seq.*);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*);
 - 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 Agreement.
- B. Performing Agency shall comply with all amendments to these 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 service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Performing Agency shall 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 Performing Agency 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. Civil rights laws require Performing Agency to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Performing Agency shall take

reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- D. Performing Agency shall 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. Performing Agency shall comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 28 CFR Subpart G § 42.503, and Americans with Disabilities Act of 1990 and its implementing regulations at 28 CFR Subpart B §35.130 which includes requiring Performing Agency to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the Performing Agency can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.
- F. Performing Agency shall comply with federal regulations regarding equal treatment for faith-based organizations under 45 C.F.R. Part 87 or 7 C.F.R. Part 16, as applicable. Performing Agency shall not discriminate against clients or prospective clients on the basis of religion or religious belief, and shall provide written notice to beneficiaries of their rights.
- G. Upon request, Performing Agency shall provide the HHSC Civil Rights Office with copies of the Performing Agency's civil rights policies and procedures.
- H. Performing Agency 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. This notice 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
Fax: (512) 438-5885.

9.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Performing Agency shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

9.24 DISCLOSURE OF LITIGATION

- A. The Performing Agency must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment either threatened or pending involving the Performing Agency. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Performing Agency must also disclose any material litigation threatened or pending

involving subcontractors, consultants, and/or lobbyists. For purposes of this section, “material” refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Contract or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Performing Agency’s financial condition.

- B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

9.25 NO THIRD-PARTY BENEFICIARIES

The Contract is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.

9.26 BINDING EFFECT

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.

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ATTACHMENT D

Texas A&M Supplemental Conditions to HHS Uniform Terms and Conditions – Government Entity Version 3.2

ARTICLE II, Section 2.3 is deleted in its entirety and replaced with the following:

2.3 No quantity guarantees

The Parties understand the volume or usage of Work under this Contract may change during the contract term. Except as otherwise specified in the Contract, any changes to the Contract (including, but not limited to, scope, deliverables, volume or usage of Work) must be approved by the Parties.

ARTICLE IV, Section 4.1 is deleted in its entirety and replaced with the following:

4.1 Representations

Performing Agency represents that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract and shall conform to the specifications set forth in the Contract. The Performing Agency, at its sole expense, agrees to promptly repair or replace all defective or damaged Work.

ARTICLE V is deleted in its entirety and replaced with the following:

ARTICLE V. Intellectual Property

- A. Other than intellectual property interests (referred to in this Article V as “Intellectual Property Rights”), System Agency will own, and Performing Agency hereby assigns to the System Agency, all right, title, and interest in all Deliverables.
- B. To the extent any Work results in the creation of Intellectual Property Rights, all rights, title, and interest in and to such Intellectual Property Rights shall vest in the Party that creates such Intellectual Property Rights.
- C. Performing Agency agrees to grant to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable, non-commercial license to use all Deliverables and any Intellectual Property Rights invented or created by Performing Agency, Performing Agency's contractor, or a subcontractor in the performance of the Project. Performing Agency will require its contractors to grant such a license in any subcontracts under this Contract.

- 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 Rights invented or created in the performance of this Contract, prior to the publication of such literature. Performing Agency agrees to provide the System Agency with an advance copy of any such report, publication, or literature at least thirty (30) days prior to publication. If System Agency fails to provide comments in writing to Performing Agency within ten (10) days, Performing Agency may presume that System Agency has no comments. Performing Agency agrees to insert the following statement into any such report, publication or literature: "The views expressed in this publication are those of the authors and do not necessarily reflect the official policies, positions, or views of the State of Texas or the Health and Human Services Commission."

ARTICLE VI, Sections 6.1, 6.2, and 6.3 are deleted in their entirety and replaced with the following:

6.1 Use of System Agency Property

- A. Performing Agency is prohibited from using System Agency Property for any purpose other than performing services authorized under the Contract.
- B. System Agency Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Performing Agency shall not remove System Agency Property from the continental United States. In addition, Performing Agency may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Performing Agency shall not perform any maintenance services on System Agency's Property unless the Contract expressly authorizes such services.
- E. During the time that System Agency Property is in the possession of Performing Agency, Performing Agency shall be responsible for all charges attributable to Performing Agency's use of System Agency Property that exceeds the Contract scope. Performing Agency shall fully reimburse such charges to System Agency within thirty (30) calendar days of Performing Agency's receipt of System Agency's notice of amount due. Use of System Agency Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the

pursuit of other remedies available to System Agency under contract, at law, or in equity.

6.2 Damage to System Agency Property

- A. Performing Agency shall exercise reasonable care to protect System Agency Property entrusted to Performing Agency under the Contract from loss, destruction, and damage. To the extent authorized under Texas law, Performing Agency shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement, reasonable wear and tear excepted, of such System Agency Property entrusted to Performing Agency.
- B. Performing Agency shall notify System Agency of the loss, destruction, or damage of System Agency Property entrusted to Performing Agency under the Contract within 30 business days. Performing Agency shall reimburse System Agency and the State of Texas for such property damage specified under Section A above within 30 calendar days after Performing Agency's receipt of System Agency's notice of amount due.

6.3 Property rights upon termination or expiration of Contract

In the event the Contract is terminated for any reason, or upon its expiration System Agency Property remains the property of the System Agency and must be returned to the System Agency by the end date of the Contract or upon System Agency's request.

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

7.5 Confidentiality

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

Performing Agency will comply with all applicable federal and state privacy, security and breach notification laws and regulations. The Parties do not anticipate this Agreement will require disclosure of confidential information. However, should the scope of this Agreement change and require the Performing Agency to receive confidential information from System Agency, Performing Agency will abide by the HHS Data Use Agreement, which will be incorporated herein by reference, or a completed Attachment 1 to the Texas Statewide Data

Exchange Compact, which will be incorporated herein by reference. The Parties agree to amend this Agreement to add the Data Use Agreement or completed Attachment 1 to the Texas Statewide Data Exchange Compact, as applicable.

ARTICLE VIII, Sections 8.3 and 8.4 are deleted in their entirety and replaced with the following:

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 Performing Agency has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Performing Agency's duties under the Contract. Performing Agency's misrepresentation in any aspect of Performing Agency's Solicitation Response, if any, or Performing Agency's addition to the System for Award Management (SAM) exclusion list will also constitute a material breach of the Contract.

8.4 Performing Agency responsibility for System Agency's termination costs [DELETED]

ARTICLE IX, Sections 9.14, 9.16. and 9.23 are deleted in their entirety.

ARTICLE IX, Sections 9.3, 9.5, 9.9, 9.10, 9.13, 9.18, 9.19, and 9.24 are deleted in their entirety and replaced with the following:

9.3 Limitation on authority

- A. The authority granted to Performing Agency by the System Agency is limited to the terms of the Contract. Performing Agency shall not have any authority under the Contract to act for or on behalf of the System Agency except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Performing Agency may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency.
- B. Performing Agency may not rely upon implied authority and is not granted authority under the Contract to:
 - i. Make public policy on behalf of the System Agency;

- ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
- iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Contract. However, if provided in the Contract, upon System Agency request and with reasonable notice from System Agency to the Performing Agency, the Performing Agency may assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

9.5 Change in laws and compliance with laws

Performing Agency shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Contract.

9.9 Independent performing agency

Performing Agency is an independent contractor in providing the services under the Contract. Neither Performing Agency nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Performing Agency 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 Performing Agency and System Agency.

9.10 Governing law and venue

This 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 shall be in any court of competent jurisdiction. The venue of any suit against the System Agency shall be in a court of competent jurisdiction in Travis County, Texas. The venue of any suit against the Performing Agency shall be in a court of competent jurisdiction in Brazos County, Texas.

9.13 Force majeure

- A. To the extent either Party experiences a circumstance, beyond its reasonable control, such as loss of key personnel, essential equipment, necessary research facilities, cost-share funding, or

other essential resources that impedes its continued performance of obligations under this Contract, the Parties agree to negotiate in good faith to amend the Contract, up to and including termination of the Contract, as may be in the best interests of the Parties. In the event the Parties are unable to agree, the Parties shall treat such circumstance or event as a Force Majeure event. If Performing Agency terminates the Contract pursuant to this Section, System Agency shall have a full right of access to all materials related to Contract performance maintained by Performing Agency.

- B. Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; pandemic; epidemic; acts of God; any valid order, rule, or regulation of governmental authority; or similar events, other than Termination for Convenience under Section 8.2 or Termination for Cause under Section 8.3, that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. To the extent the Force Majeure event is triggered by Section 9.13A, above, the Parties shall negotiate in good faith to equitably settle any outstanding obligations. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.18 Prohibition on non-compete restrictions

Performing Agency 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 except as required by law.

9.19 Sovereign immunity

Nothing in the Contract shall be construed as a waiver of either Party'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 either Party 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 either Party 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. Neither Party waive any privileges, rights, defenses, or immunities

available to that Party by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.24 Disclosure of litigation

- A. The Performing Agency must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment involving the Performing Agency. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies, governmental investigations and civil investigative demands. The Performing Agency must also disclose any material litigation involving subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Contract or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work.
- B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within fifteen (15) business days of its occurrence.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

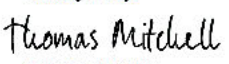
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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

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

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

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

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>DocuSigned by:  8CEF280344A74F8...</p>	<p>TITLE</p> <p>Provost & Vice President of Academic Affairs</p>
<p>APPLICANT ORGANIZATION</p> <p>Texas A&M International University</p>	<p>DATE SUBMITTED</p> <p>August 21, 2020</p>

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

* APPLICANT'S ORGANIZATION

Texas A&M International University

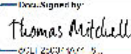
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Thomas Middle Name:

* Last Name: Mitchell Suffix:

* Title: Provost & Vice President of Academic Affairs

* SIGNATURE:


DocuSigned by:
Thomas Mitchell
08/21/2020 10:05:00 AM

* DATE: August 21, 2020

ATTACHMENT G
TEXAS STATEWIDE DATA EXCHANGE COMPACT
AMONG
PARTICIPATING AGENCIES OF THE STATE OF TEXAS

This Texas Statewide Data Exchange Compact (TSDEC) is effective on the date the participating state agency signs this TSDEC. Any specific scope or exchange of information relating to a subset of participating state agencies under the terms of this TSDEC are identified in Attachment 1 to this TSDEC, “Scope of Information Exchange.”

ARTICLE 1. PURPOSE

The purpose of this TSDEC is to:

- (1) facilitate disclosure of or access to confidential information to receiving agency; and
- (2) to describe each participating state agency’s rights and obligations with respect to the confidential information and the limited purposes for which receiving agency may use or have access to confidential information.

ARTICLE 2. AUTHORITY

The participating state agencies enter into this TSDEC under the authority of the Texas Government Code Chapter 771 (Interagency Cooperation Act), the Texas Government Code § 2054.0286 (Statewide Data Coordinator), as well as the specific authority of each participating state agency. Under the Public Information Act the exchange of information between state agencies does not change the original classification of the data, including information classified as confidential by law.

ARTICLE 3. DEFINITIONS

These definitions as well as those found in 1 Tex. Admin. Code Chapter 202 (Information Security Standards), which incorporates the DIR Control Standards Catalog, will apply to this TSDEC. Other terms will be defined based on their plain meaning or other statutory definitions.

“**Authorized Purpose**” means the specific purpose or purposes described in Attachment 1, Scope of Information Exchange of this TSDEC for the specific participating state agencies to fulfill the obligations under the Scope of Information Exchange or any other purpose expressly authorized in writing in advance.

“**Authorized User**” means a person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze confidential information pursuant to this TSDEC;
- (2) For whom a specific participating state agency requesting information represents has a demonstrable need to create, receive, maintain, use, disclose, or have access to the confidential information;
- (3) Who has agreed in writing to be bound by a participating state agency’s requirements regarding disclosure and use of confidential information as required by this TSDEC; and
- (4) Who has completed training in privacy, security, and breach response and who has agreed to be bound by the terms of this TSDEC.

“**Metadata**” means data that describes or gives information about other data.

“**Record**” means a collection of information or facts registered on paper or electronic media as a means to preserve knowledge.

ARTICLE 4. SCOPE OF INFORMATION EXCHANGE

Specifics regarding the scope of information being disclosed, released, or exchanged are in Attachment 1, Scope of Information Exchange.

ARTICLE 5. DUTIES OF A DISCLOSING AGENCY

5.1 Disclosing agency will transmit confidential information as specified in the Scope of Information Exchange in a secure manner to receiving agency.

5.2 Disclosing agency will comply with all laws and regulations applicable to the type of confidential information.

ARTICLE 6. DUTIES OF A RECEIVING AGENCY

6.1 Receiving agency will exercise reasonable care to protect confidential information from being used in a manner other than the Authorized Purpose or by other than an Authorized User. Receiving agency will only disclose confidential information to Authorized Users to the extent necessary to accomplish the Authorized Purpose and as permitted by law. Receiving agency will establish, implement, and maintain administrative, physical, and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the confidential information.

6.2 Receiving agency will maintain updated privacy, security, and breach response policies and procedures as required by law or internal policies.

6.3 Receiving agency will not disclose confidential information to any person other than an Authorized User.

6.4 Receiving agency will establish, implement, and maintain corrective actions against any member of its workforce or subcontractor who fails to comply with this TSDEC.

6.5 Receiving agency will be directly responsible for the compliance of its subcontractors with this TSDEC and any enforcement of this TSDEC with respect to its subcontractors.

6.6 Receiving agency will promptly notify disclosing agency of any requests for amendments to confidential information, access to confidential information by the individual subject of the confidential information, or record of disclosures of confidential information.

6.7 Receiving agency will maintain an accounting of all disclosures of confidential information.

6.8 Upon termination of the Scope of Information Exchange, receiving agency will return or destroy confidential information received from disclosing agency to the extent reasonably feasible and permitted by law. If receiving agency is required by law or litigation hold to retain confidential information beyond the termination of the Scope of Information Exchange, receiving agency will continue to safeguard the confidential information in accordance with this TSDEC.

6.9 If receiving agency transmits or stores confidential information via electronic means, receiving agency will utilize secure file transfer protocol or encryption in motion and at rest and other applicable security controls in accordance with the most current version of the National Institute of Standards in Technology, Special Publication 800-53, or other equally protective security controls.

6.10 Receiving agency will designate a privacy official and a security official, who may be the same individual, authorized to act on behalf of the receiving agency with respect to implementing the

privacy and security requirements in this TSDEC. Receiving agency will provide contact information for these officials to disclosing agency.

6.11 Receiving agency will timely cooperate with any request for information, documentation, audit, inspection, or investigation by any applicable regulatory authority or as required by disclosing agency to comply with its regulatory requirements.

6.12 Receiving agency will comply with all laws and regulations applicable to the type of confidential information.

ARTICLE 7. NOTICES

7.1 Notice will be given to the parties specified in the Scope of Information Exchange by email.

ARTICLE 8. SECURITY INCIDENT AND BREACH RESPONSE, REPORTING, AND CORRECTIVE ACTION

8.1 The participating state agencies will comply with the Incident and Breach reporting, notification, and corrective action requirements in accordance with applicable laws in Article 9 or to specific requirements specified in Attachment 1, Scope of Information Exchange. Participating state agencies must report a Breach to the Texas Department of Information Resources (DIR).

8.2 For the purposes of the TSDEC, the following definitions apply unless otherwise agreed upon by parties to a specific Scope of Information Exchange.

“Incident” means an attempted or successful unauthorized access, use, disclosure, exposure, modification, destruction, release, theft, or loss of sensitive, protected, or confidential information or interference with systems operations in an information system.

“Breach” means an impermissible use or disclosure of electronic or non-electronic sensitive personal information (SPI) by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of confidential information such that the use or disclosure poses a significant risk of reputational harm, theft of financial information, identity theft, or medical identity theft.

ARTICLE 9. APPLICABLE LAWS FOR CONFIDENTIAL INFORMATION

- Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. § 1320d, et seq.) and corresponding regulations in 45 C.F.R. Parts 160 and 164, including all subsequent amendments and guidance issued
- Social Security Act, including Section 1137 (42 U.S.C. §§1320b-7), Title XVI of the Act, (42 U.S.C. 1396(a)(7)) and the corresponding regulations, including 42 C.F.R. § 431.300, et seq.
- Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a, and the corresponding regulations and guidance
- Internal Revenue Code, Title 26 of the United States Code and corresponding regulations and publications adopted, including IRS Publication 1075
- Office of Management and Budget Memorandum M-17-12 and corresponding laws and guidance referenced
- Family Educational Records Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99
- Texas Business and Commerce Code Chapters 501 and 521

- Texas Government Code § 2054.1125 and corresponding rules, including 1 Texas Administrative Code § 202
- Texas Health and Safety Code, Chapters 33, 81, 181, 611
- Texas Family Code Chapter 262
- Texas Human Resources Code §§ 12.003 and 21.012
- Any other laws specifically stated in Attachment 1, Scope of Information Exchange

ARTICLE 10. GENERAL PROVISIONS

10.1 Ownership of Confidential information

Disclosing agency is the owner of the information shared under this agreement. Any receiving agency who receives a request for public information related to such shared information must timely notify the disclosing agency.

10.2 Certification

The participating state agencies certify that:

- (1) The services or resources specified in this TSDEC are necessary and authorized for activities that are properly within the statutory functions and programs for each of the participating agencies;
- (2) The proposed arrangements serve the interest of efficient and economical administration of state government; and
- (3) The services or resources agreed upon are not required by Article XVI, Section 21 of the Texas Constitution to be provided under a contract awarded to the lowest responsible bidder.

10.3 Terms of Agreement

This agreement continues as long as the participating state agencies have the requisite authority to enter into this agreement or until this agreement is terminated by all participating state agencies. A participating state agency may terminate its participation in the TSDEC with 30 days' notice to all participating state agencies and the designated DIR TSDEC Administrator.

- (1) DIR will manage the TSDEC and any amendments. This TSDEC may not be amended without written agreement from all participants in the TSDEC.
- (2) Participating state agencies will manage the content of Attachment 1, Scope of Information Exchange.

By their signatures, the authorized representatives of the participating state agencies bind their respective agencies to the terms set forth in this TSDEC.

PARTICIPATING STATE AGENCY

DIR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTACHMENT 1. SCOPE OF INFORMATION EXCHANGE

This Scope of Information Exchange incorporates the specific terms and requirements of the Texas Statewide Data Exchange Compact (TSDEC) by reference. The information contained in this Scope of Information Exchange is intended to assist the agencies with collecting information needed for compiling a Privacy Impact Assessment as defined in the federal Office of Management and Budget Guidance Memorandum M-03-22. Both the Disclosing Agency and Receiving Agency identified in this Attachment each certify to being a Participating Agency to the TSDEC as of the date of the last party to sign this Scope of Information Exchange.

1. Disclosing Agency (or Agencies): Texas A&M International University (TAMIU)

2. Receiving Agency (or Agencies): Health and Human Services Commission

3. Statutory authority for the disclosure: Texas Government Code, Chapter 531

4. Applicable laws and regulations specific to this Scope:
 - a. Texas Government Code, Chapter 531

 - b. _____
5. Authorized purpose for disclosure: Oversight of Contract No. HHS000477100037

6. Authorized users:
 - a. TAMIU: Marivic Torregosa, 956-326-2574
 - b. HHSC: Courtney Seals, 512-838-4353_____
7. Secure method of transmission and storage: Secure Email, Secure File Transfer Protocol, Use of an automated database or data system identified and provided by HHSC.

8. Contact information for notices: [add more information if more than two agencies involved]

Disclosing Agency
Name: Dr. Marivic Torregosa
Title: Dean
Email: mtorregosa@tamiu.edu
Phone number: 956-326-2574

Receiving Agency
Name: Courtney Seals
Title: Director
Email: Courtney.Seals1@hhsc.state.tx.us
Phone number: 512-838-4353

9. Privacy/ Security Official:

HHSC: Thuy Cao, Chief Information Officer, Thuy.Cao@hhsc.state.tx.us and Sarah Morrow, Chief Privacy Officer, Sarah.Morrow@hhsc.state.tx.us

TAMIU: Miguel Munoa Jr., AVP/Chief Information Officer, mmunoa@tamiu.edu

10. Term of Agreement:

Term of Contract No. HHS000477100037

11. Agency-specific requirements: N/A

12. Termination: Upon Contract No. HHS000477100037 expiration and closeout.

13. Fees/Costs: N/A

14. Description of records and data to be disclosed: [attach additional pages as necessary] Records or data documenting provision and/or coordination of mental health treatment and services with transition or supportive services for persons experiencing mental illness.

DISCLOSING AGENCY

RECEIVING AGENCY

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Exhibit A. AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In this document, the terms Respondent, Contractor, Applicant, and Vendor, when referring to the following affirmations (whether framed as certifications, representations, warranties, or in other terms) refer to Respondent, and the affirmations apply to all Respondents regardless of their business form (e.g., individual, partnership, corporation).

Respondent affirms, without exception, as follows:

1. Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Solicitation Acceptance apply to Respondent and all of Respondent'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 Solicitation or any contract resulting from this Solicitation.
2. Respondent represents and warrants that all statements and information provided to HHSC are current, complete, and accurate. This includes all statements and information in this Solicitation Response.
3. Respondent understands that HHSC will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
4. Respondent represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the contract and the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.
5. Respondent acknowledges its obligation to specifically identify information it contends to be confidential or proprietary and, if Respondent designated substantial portions of its Solicitation Response or its entire Solicitation Response as confidential or proprietary, the Solicitation Response is subject to being disqualified.
6. Respondent's Solicitation Response will remain a firm and binding offer for 240 days from the date the Solicitation Response is due.

7. Respondent shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from HHSC. Any attempted assignment in violation of this provision is void and without effect.
8. Respondent accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation. No exceptions, terms, or conditions will be considered if not advanced in the form and manner directed in the Solicitation. Respondent agrees that all exceptions to the Solicitation as well as terms and conditions advanced by Respondent that differ in any manner from HHSC's terms and conditions are rejected unless expressly accepted by HHSC in writing in a fully executed contract.
9. Respondent agrees that HHSC has the right to use, produce, and distribute copies of and to disclose to HHSC employees, agents, and contractors and other governmental entities all or part of Respondent's Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
10. Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHSC.
11. Respondent acknowledges all addenda and amendments to the Solicitation.
12. Respondent certifies that if a Texas address is shown as the address of Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
13. Respondent represents and warrants that it qualifies for all preferences claimed under 34 Texas Administrative Code, Section 20.306 or Chapter 2155, Subchapter H of the Texas Government Code as indicated below (check applicable boxes):
 - Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - Agricultural products grown in Texas
 - Agricultural products offered by a Texas bidder
 - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - Texas Vegetation Native to the Region
 - USA-produced supplies, materials or equipment
 - Products of persons with mental or physical disabilities
 - Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
 - Energy efficient products
 - Rubberized asphalt paving material

- x Recycled motor oil and lubricants
 - x Products produced at facilities located on formerly contaminated property
 - x Products and services from economically depressed or blighted areas
 - x Vendors that meet or exceed air quality standards
 - x Recycled or reused computer equipment of other manufacturers
 - x Foods of higher nutritional value
 - x Commercial production company or advertising agency located in Texas
14. Respondent 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 Solicitation Response, this Solicitation, or any contract resulting from this Solicitation.
 15. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
 16. Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
 17. Under Section 231.006(d) of the Texas Family Code regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code must include in the Response the names and social security numbers (SSNs) of each person with at least 25% ownership of the business entity submitting the Response:

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of requested SSNs is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSNs will be used to identify persons that may owe child support. The SSNs will be kept confidential to the fullest extent permitted by law.

If submitted by email, Responses containing SSNs must be encrypted. Failure by a Respondent to provide or encrypt the SSNs as required may result in disqualification of the Respondent's Response.

18. Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. 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 Respondent's subcontracts, if any, if payment in whole or in part is from federal funds.
19. Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.
20. Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
21. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of the contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.
22. Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
23. Respondent 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.
24. Respondent agrees that any payments due under any contract resulting from this Solicitation shall be applied towards any debt or delinquency that is owed to the State of Texas.
25. Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation 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).
26. Respondent agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
27. Respondent agrees that upon request of HHSC, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.
28. Respondent expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain

statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Respondent represents and warrants to HHSC that the technology provided to HHSC for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

- providing equivalent access for effective use by both visual and non-visual means;
- presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

29. If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
30. If Respondent is submitting a Response for the purchase or lease of covered television equipment, then Respondent certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
31. Respondent represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
32. Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Respondent may not accept employment from Respondent before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.
33. Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Solicitation and any resulting contract and that Respondent’s provision of the requested goods and/or services

under this Solicitation and any resulting contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

34. Respondent understands that HHSC does not tolerate any type of fraud. The 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. Respondent agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.
35. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Response, neither I nor any representative of the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Response, neither I nor any representative of the Respondent has violated any federal antitrust law; and (c) neither I nor any representative of the Respondent has directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.
36. Respondent 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 Respondent or any of the individuals or entities included in numbered paragraph 1 of this Affirmations and Solicitation Acceptance within the five (5) calendar years immediately preceding the submission of this Solicitation response that would or could impair Respondent's performance under any contract resulting from this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into a contract. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has provided to HHSC a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Respondent's performance under a contract awarded as a result of this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into a contract. In addition, Respondent acknowledges this is a continuing disclosure requirement. Respondent represents and warrants that, if awarded a contract as a result of this Solicitation, Respondent shall notify HHSC 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 HHSC shall constitute breach of contract and may result in immediate contract termination.
37. Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:
 - (a) all persons employed by Respondent to perform duties within Texas; and

- (b) all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.
38. If this Solicitation is for an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, Respondent represents and warrants that neither Respondent nor any of Respondent's employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.
39. If this Solicitation is for consulting services,
- (A). In accordance with Section 2254.033 of the Texas Government Code, a Respondent offering to provide consulting services in response to this solicitation who has been employed by, or employs an individual who has been employed by, HHSC or another State of Texas agency at any time during the two years preceding the submission of Respondent's Solicitation Response must disclose the following information in its Solicitation Response and hereby certifies that this information is true, correct, and complete:
- (1) Name of individual(s) (Respondent or employee(s)): _____
 - (2) Status (circle one): Respondent Employee
 - (3) The nature of the previous employment with HHSC or the other State of Texas agency:

 - (4) The date the employment was terminated and the reason for the termination:

 - (5) The annual rate of compensation for the employment at the time of its termination: _____

If more than one individual is identified in A(1) above, Respondent must provide responses to A(2)-(5) as to each identified individual. To satisfy this requirement, Respondent must attach a separate page or pages, as necessary, and include the information required in Section A, including subsections (1)-(5). Respondent must identify here how many pages, if any, are attached: _____. Respondent acknowledges, agrees, and certifies that all information provided is true, correct, and complete on this and all attached pages.

(B). If no information is provided in response to Section A above, Respondent certifies that neither Respondent nor any individual employed by Respondent was employed by HHSC or any other State of Texas agency at any time during the two years preceding the submission of Respondent's Solicitation Response.

40. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this Solicitation. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the boycott certification:

41. Respondent understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act: (i) performs an abortion procedure that is not reimbursable under the state’s Medicaid program; (ii) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program; or (iii) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Respondent represents and warrants that it is not ineligible, nor will it be ineligible during the term of the contract resulting from this Solicitation, to receive appropriated funding pursuant to Article IX, Section 6.25.

42. Respondent understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Respondent certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 of the Texas Government Code. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the certification:

43. Respondent understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Respondent is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of any contract resulting from this Solicitation.

44. Respondent 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 any contract resulting from this Solicitation.

45. Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the

performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

- 46. By submitting this Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

Authorized representative on behalf of Respondent must complete and sign the following:

Legal Name of Respondent: Texas A&M International University

Thomas R. Mitchell
Signature of Authorized Representative

Dec. 4, 2019
Date Signed

Thomas Mitchell
Printed Name and Title of Authorized Representative

956-326-2240
Phone Number

74-1761398
Federal Employer Identification Number

956-326-2239
Fax Number

095100095
DUNS Number

tmitchell@tamiu.edu
Email Address

5201 University Blvd.
Physical Street Address

Laredo, TX 78041-1920
City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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


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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Provost and VP for Academic Affairs
APPLICANT ORGANIZATION Texas A&M International University	DATE SUBMITTED Dec. 4, 2019

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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	
Texas A&M International University	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text" value="Dr."/>	* First Name: <input type="text" value="Thomas"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Mitchell"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="Provost and VP for Academic Affairs"/>	
* SIGNATURE: 	* DATE: <input type="text" value="12/21/2019"/>