

## INTERAGENCY COOPERATION CONTRACT

### HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. HHS000508300002

THE HEALTH AND HUMAN SERVICES COMMISSION ("Receiving Agency" or the "System Agency") and THE UNIVERSITY OF TEXAS AT AUSTIN State Agency Number 721 ("Performing Agency"), each a "Party" and collectively the "Parties," enter into the following contract for Texas Targeted Opioid Response (TTOR) Grant Program services (the "Contract") pursuant to the provisions of "The Interagency Cooperation Act," Chapter 771 of the Texas Government Code.

#### I. CONTRACT REPRESENTATIVES

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

##### Performing Agency

Name: The University of Texas at Austin

Address: 101 E. 27<sup>th</sup> Street, Stop A9000

City and Zip: Austin, TX 78712

Contact Person: Julio Fonseca

Telephone:

Fax number:

E-Mail Address: [julio@austin.utexas.edu](mailto:julio@austin.utexas.edu)

##### Receiving Agency

Name: Health and Human Services  
Commission

Address: P.O. Box 149347

City and Zip: Austin, TX 78714

Contact Person: Regina Erales Contract  
Manager

Telephone: 512-206-5134

Fax number: 512-206-5309

E-Mail Address: [regina.erales@hsc.state.tx.us](mailto:regina.erales@hsc.state.tx.us)

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

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

#### III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on May 1, 2019 and terminates on September 29, 2020, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions.

#### IV. AMENDMENT

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

#### V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract shall not exceed **ONE MILLION SIX HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED FORTY (\$1,652,840.00)**. as provided for in **Attachment B -- Budget**.

## **VI. LEGAL NOTICES**

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

### **System Agency**

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

### **Performing Agency**

The University of Texas at Austin  
101 E. 27<sup>th</sup> Street, Stop A9000  
Austin, TX 78712  
Attn: Julio Fonseca, Grants and Contract Specialist

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

## **VII. CERTIFICATIONS**

The undersigned Parties certify that:

- A. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;

Each Party executing this Contract on its behalf has full power and authority to enter into this Contract;

- B. The proposed arrangements serve the interest of efficient and economical administration of state government; and
- C. The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

The Receiving Agency further certifies that it has statutory authority to contract for the services described in this contract under TX Health and Safety Code, Chapters 12 and 1001.

The Performing Agency further certifies that it has statutory authority to contract for the services described in this contract under Texas Government Code Chapter 531, Subchapter D.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000508300002**

**HEALTH AND HUMAN SERVICES COMMISSION**

**THE UNIVERSITY OF TEXAS AT AUSTIN**

DocuSigned by:  
  
217A81A927E04B1...

 Digitally signed by Mark Featherston  
Date: 2019.08.30 15:06:18 -05'00'

Ruth T. Johnson

Signature  
Mark Featherston

Printed Name

Printed Name

Chief Operating Officer

Assistant Director, OSP

Title

Title

August 30, 2019

30 August 2019

Date

Date

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000508300002 ARE HEREBY INCORPORATED BY REFERENCE:**

- ATTACHMENT A -- STATEMENT OF WORK**
- ATTACHMENT B -- BUDGET**
- ATTACHMENT C -- CONTRACT AFFIRMATIONS**
- ATTACHMENT D -- UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT E -- UT SYSTEM SUPPLEMENTAL CONDITIONS**
- ATTACHMENT F -- SUPPLEMENTAL CONDITIONS**
- ATTACHMENT G -- FEDERAL ASSURANCES AND LOBBYING FORM**
- ATTACHMENT H -- DATA USE AGREEMENT**
- ATTACHMENT I -- FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

## **ATTACHMENT A STATEMENT OF WORK**

### **I. PURPOSE**

The purpose of the Texas Targeted Opioid Response (TTOR) program is to reduce and remediate opioid misuse, dependence, and overdose related fatalities. In response to current data points and existing strategic plans, the TTOR program seeks to expand and enhance comprehensive and integrated prevention, treatment, re-entry, and recovery support services strategically throughout the state. The main strategies will include:

- a. Reduction of service gaps within the continuum of care;
- b. Increased awareness for the public through education and outreach; and
- c. Increased access to care and supports in urban areas with high prevalence of heroin use for pregnant and post-partum populations and in smaller cities with high prevalence of opioid prescription misuse.

Related to these main strategies, one goal of the TTOR program is to increase prescriber utilization of the statewide prescription drug monitoring program. Increased utilization of this program will provide needed data to the state for further planning of efforts to reduce opioid prescription misuse.

The goal of this Contract is to market a statewide program to promote prescriber registration with and utilization of the Texas Prescription Monitoring Program (Texas PMP). The primary outcomes are as follows:

- a. Execute a statewide communication campaign promoting usage of the Texas PMP to prescribers across the state;
- b. Assess outcomes related to the rollout of this statewide promotion campaign;

### **II. TARGET POPULATION**

- a. The primary target population is individuals throughout the state of Texas who are licensed to prescribe Schedule II controlled substances, as defined by the United States Drug Enforcement Administration, and prescriber delegates with access to the Texas PMP.
- b. The secondary population is individuals who are thought leaders in this topic, including, but not limited to, health communications experts, researchers whose field of expertise is prescribing practices, and representatives of prescriber organizations.

### **III. PERFORMING AGENCY RESPONSIBILITIES**

Performing agency will:

- a. Include monitoring work load and time management of staff to ensure compliance with Grantee responsibilities, communication with System Agency staff when problems arise, and submission of contract deliverables in a timely manner.
- b. Be responsible for the collection, review, cleaning, and submission of all applicable data.
- c. Develop a final report summarizing the findings.

Performing Agency will perform the following activities (Tasks):

**1. Task 1. Statewide Dissemination of Campaign.**

- a. Coordinate and conduct the launch of campaign materials through the channels identified in Attachment C, Marketing Plan, which are: websites, social media, email, direct mail, and marketing through partners and coalitions.
- b. Assess the dissemination of the campaign, including recommendations for adjustments to the campaign strategy. Performing agency will document progress and submit a Monthly Report to System Agency. Monthly reports shall include a summary of each month's activity and shall be due by the fifth day of the following month.
- c. Monitor social media for the effects of the campaign on prescriber attitudes and behaviors regarding the Texas PMP. Performing agency will document progress on this activity in the Monthly Report for System Agency.
- d. Evaluate the dissemination of the campaign using the System Agency-approved evaluation strategy. Performing agency will summarize the campaign evaluation findings in the Monthly Report and submit to System Agency.
- e. Submit an annual report to System Agency by September 30, summarizing all activities related to the Tasks in this Contract, the outcomes of the campaign, and recommendations for future improvements.

**2. Task 2. Campaign Promotion**

- a. Academic detailing - Academic detailing is defined by the Centers for Disease Control and Prevention "as structured visits by trained personnel to health care practices for the purpose of delivering tailored training and technical assistance to health care providers to help them use best practices. It is sometimes called educational outreach, educational detailing, or educational visiting."
  - i. Targeted reach - Expand the campaign developed in Years 1 and 2 to target potential delegates and patients in a clinical setting. Materials to be distributed by academic detailers.
  - ii. Develop a plan to conduct an academic detailing program aimed at meeting one-on-one with physicians to educate them about the PMP and encourage meaningful use. The plan must include, at minimum, target population, proposed number of visits, zip codes, and evidence to support these selections. Submit the plan to System Agency for approval within 30 days of contract execution.
  - iii. Once approval has been received by System Agency, implement the academic detailing program.
  - iv. Provide updates about the academic detailing program in the monthly report described in Task 1. Include at minimum the number of people receiving academic detailing, number of sites visited, zip codes visited, successes and challenges.
- b. Video production: Add information to the promotional video series developed under contract no. 2018-050044-001, which shall include prescriber testimonials, videos aimed at potential delegates for use in Task 2.

#### IV. SYSTEM AGENCY RESPONSIBILITIES AND ACKNOWLEDGEMENTS

- a. The System Agency acknowledges that State Agency-funded partners will assist in recruitment of individuals for the formative research and will assist with the dissemination of campaign messages.
- b. The System Agency will be responsible for hosting and design of web content developed as part of this Contract.
- c. The System Agency will be responsible for the production and delivery of print campaign materials (e.g., direct mail).
- d. The System Agency will be responsible for collaborating with the Texas Board of Pharmacy to obtain the proportion of prescribers signed up for and utilizing the Texas PMP.

#### V. REPORTING REQUIREMENTS

System Agency will monitor Performing agency's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions. Performing agency shall submit all documents identified below to the Substance Abuse Mailbox (SA Mailbox) at [SubstanceAbuse.Contracts@hhsc.state.tx.us](mailto:SubstanceAbuse.Contracts@hhsc.state.tx.us) by the required due date.

Section	Deliverables	Due Date
Section III (1) (b)	Monthly report of activities for all activities in Task 2.	Monthly Report due on the 5 <sup>th</sup> Business day of the month; reporting previous month's activities.
Section III (1) (e)	Annual Report	September 30
Section III (2) (a)	Academic Detailing Program Plan	Within 30 days of contract execution
Section VI (C)	Financial Status Reports (FSR)	Last Business day of the month following the end of each quarter of the Contract term. * <i>Final FSR due 11/15/2020.</i>
	Close out Documents	45 days after contract termination

#### VI. BUDGET

- A. Performing Agency shall bill for costs incurred in the performance of activities which WILL NOT EXCEED the amounts listed on Attachment B-Budget.
- B. Performing Agency shall submit quarterly Financial Status Report(s) for all expenses incurred in the performance of activities in Sections III. The reports are due on the last business day following the end of the fiscal year quarter; as follows:
  - a. Fiscal Year 2019, Quarter 3, due 30 days from execution;
  - b. Fiscal Year 2019, Quarter 4, due 9/30
  - c. Fiscal Year 2020, Quarter 1, due 12/31;
  - d. Fiscal Year 2020, Quarter 2, due 3/31;
  - e. Fiscal Year 2020, Quarter 3, due 6/30;
  - f. Fiscal Year 2020, Quarter 4, due 9/30;
  - g. Fiscal Year 2021, Quarter 1, due 11/15 (September 1- September 29)
- C. Submit Financial Status Report (FSR) in CMBHS for all expenses incurred in the performance of activities within this Contract.

## VII. INVOICE AND PAYMENT

- A. PAYMENT METHOD: Cost Reimbursement  
Funding is further detailed in the attached Categorical Budgets.
- B. BILLING INSTRUCTIONS:
  - 1. Submit monthly invoices in CMBHS for utilization of funds to support the activities within the Attachment A. The monthly invoice shall represent the activities conducted in the previous month. All supportive documents supporting the invoices shall be submitted to the assigned contract manager and the Substance Abuse Contract Mailbox: SubstanceAbuse.Contracts@hhsc.state.tx.us.
  - 2. Document the following in CMBHS (these data points are subject to change):
    - a. Client
    - b. Progress Note;
    - c. Medication Order (for patients inducted onto Buprenorphine);
    - d. Consent for Release of Information (including revoke consent when appropriate);
    - e. Referral;
    - f. Performance Measures;
    - g. Screening (as needed);
    - h. Psychoeducational Note to document group education and support group activities (as needed); and
    - i. Administrative Note to document any other activities (as needed).
  - 3. Performing Agency will provide the services and deliverables described in this Contract in the time and manner prescribed within the not-to-exceed amount of this Contract.



4. Performing Agency will bill, and System Agency will pay Performing agency, in accordance with Texas Government Code Chapter 771, Interagency Cooperation Act, and OMB Circular A-21 (2 CFR Part 220), up to the total amount of this Contract
5. Performing Agency will maintain accounting records that adequately identify and support all costs incurred in the performance of this Contract.

**ATTACHMENT B**  
**BUDGET**

- A. Funding from the United States Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA) for the State Targeted Response to the Opioid Crisis Grant.
- B. Match is not required using State Targeted Response to the Opioid Crisis funds CFDA number 93.788
- C. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Contract.
- D. Funding
  - 1. Texas Targeted Opioid Response (TTOR) funding to be expended as follows:
    - a. Fiscal Year 2019, May 1, 2019, thru September 30, 2019 - \$826,421.00
    - b. Fiscal Year 2020, October 1, 2019 thru September 29, 2020 - \$826,419.00
- E. System Agency Share contain funds from the Texas Targeted Opioid Response (TTOR), CFDA number 93.788.
- F. Cost Reimbursement Budget
  - 1. The Cost Reimbursement budget documents all approved and allowable expenditures; Performing agency shall *only* utilize the funding detailed in Attachment B for approved and allowable costs. If Performing agency requests to utilize funds for an expense not documented on the approved budget, performing agency shall notify, in writing, the System Agency assigned contract manager and request approval prior to utilizing the funds. System Agency shall provide written notification regarding if the requested expense is approved.
  - 2. If needed, performing agency may revise the System Agency approved Cost Reimbursement budget. The requirements are as follows:
    - a. Performing agency is allowed to transfer funds from the budgeted direct categories only; with the exception of the Equipment Category. Performing agency may transfer up to ten (10) percent of the Fiscal Year Contract value without System Agency approval. Budget revisions exceeding the ten percent requirement require System Agency's written approval.
    - b. Performing agency may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the ten (10) percent requirement stated in (G)(2)(a), by submitting a written request to the assigned contract manager. This change is considered a minor administrative change and does not require an

amendment. The System Agency shall provide written notification if the budget revision is approved; and the assigned Contract Manager will update CMBHS, as needed.

- c. Performing agency may revise the Cost Reimbursement budget ‘Equipment’ and/or ‘Indirect Cost’ Categories, however a formal Amendment is required. Performing agency shall submit to the assigned contract manager a written request to revise the budget, which includes a justification for the revisions. The assigned Contract Manager shall provide written notification stating if the requested revision is approved. If the revision is approved, the budget revision is *not* authorized, and funds *cannot* be utilized until the Amendment is executed and signed by both parties.
3. The budgeted indirect cost amount is provisional and subject to change. The System Agency reserves the right to negotiate Performing agency’s indirect cost amount, which may require Performing agency to provide additional supporting documentation to the assigned contract manager. The budgeted indirect cost amount is provisional and subject to change. The System Agency reserves the right to negotiate Performing agency’s indirect cost amount, which may require Performing agency to provide additional supporting documentation to the assigned contract manager.

G. The FY2019-FY2020 budget information is as follows:

a. FY2019-2020 Cummulative budget Budget (05/01/2019-09/29/2020):

PERSONNEL	\$642,719.00
FRINGE BENEFITS	\$189,609.00
TRAVEL	\$41,891.00
EQUIPMENT	\$0.00
SUPPLIES	\$23,643.00
CONTRACTUAL	\$507,000.00
OTHER	\$32,389.00
TOTAL DIRECT CHARGES	\$1,437,251.00
INDIRECT CHARGES	\$215,589.00
TOTAL	\$1,652,840.00
SYSTEM AGENCY SHARE	\$1,652,840.00
MATCH	\$0.00

b. FY19 Budget (05/01/2019-09/30/2019):

PERSONNEL	\$260,060.00
FRINGE BENEFITS	\$75,417.00
TRAVEL	\$20,000.00
EQUIPMENT	\$0.00
SUPPLIES	\$16,200.00
CONTRACTUAL	\$321,000.00
OTHER	\$25,949.00
TOTAL DIRECT CHARGES	\$718,626.00
INDIRECT CHARGES	\$107,795.00
TOTAL	\$826,421.00
SYSTEM AGENCY SHARE	\$826,421.00
MATCH	\$0.00

## c. FY20 Budget (10/01/2019-09/29/2020):

PERSONNEL	\$382,659.00
FRINGE BENEFITS	\$114,192.00
TRAVEL	\$21,891.00
EQUIPMENT	\$0.00
SUPPLIES	\$7,443.00
CONTRACTUAL	\$186,000.00
OTHER	\$6,440.00
TOTAL DIRECT CHARGES	\$718,625.00
INDIRECT CHARGES	\$107,794.00
TOTAL	\$826,419.00
SYSTEM AGENCY SHARE	\$826,419.00
MATCH	\$0.00

## Attachment C

### CONTRACT AFFIRMATIONS

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

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.
2. Contractor represents and warrants that all statements and information provided to HHSC are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.
3. Contractor 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 Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor 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. Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, if any, are rejected unless expressly accepted by HHSC in writing.
5. Contractor 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 this Contract or any related Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
6. Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of HHSC.
7. Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.
8. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this

Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

9. 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 Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
10. Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation 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.
11. Contractor 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 Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.
12. Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
13. Contractor 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.
14. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor 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 this 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.
15. Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
16. Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
17. Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related 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).

18. Contractor 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.
19. Contractor agrees that upon request of HHSC, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.
20. Contractor 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, Contractor represents and warrants to HHSC that the technology provided to HHSC for purchase (if applicable under this Contract or any related Solicitation) 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.

21. If this Contract is for the purchase or lease of computer equipment, then Contractor 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.
22. If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
23. Contractor represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of this Contract, none of its employees including, but not limited to those will provide services under the Contract, was an employee of an HHS Agency. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the System Agency to perform services



under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.

24. Contractor 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 Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.
25. If this Contract is for consulting services under Chapter 2254 of the Texas Government Code, in accordance with Section 2254.033 of the Texas Government Code, Contractor certifies that it does not employ an individual who was employed by System Agency or another agency at any time during the two years preceding the submission of any related Solicitation Response related to this Contract or, in the alternative, Contractor has disclosed in any related Solicitation Response the following: (i) the nature of the previous employment with System Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation at the time of the employment was terminated.
26. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
27. Contractor 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. Contractor agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.
28. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and (c) neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.



29. Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to HHSC a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor 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.
30. Contractor represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
31. Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:
  - (a) all persons employed by Contractor to perform duties within Texas; and
  - (b) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.
32. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.
33. Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
34. Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.
35. Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract

or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

- 36. Contractor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind the Contractor.

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

**Legal Name of Contractor:** The University of Texas at Austin



Digitally signed by Mark Featherston  
Date: 2019.08.30 15:06:06 -05'00'

**Signature of Authorized Representative**

Mark Featherston

**Date Signed**

512-471-6424

**Printed Name and Title of Authorized Representative**

746000203

**Phone Number**

**Federal Employer Identification Number**

170230239

**Fax Number**

osp@austin.utexas.edu

**DUNS Number**

3925 W Braker Lane Building 159, Suite 3.11072

**Email Address**

Austin Texas 78759

**Physical Street Address**

**City, State, Zip Code**

**Mailing Address, if different**

**City, State, Zip Code**

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



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

TABLE OF CONTENTS

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

    1.01 Definitions ..... 3

    1.02 Interpretive Provisions ..... 4

ARTICLE II CONSIDERATION..... 5

    2.01 Expenses..... 5

    2.02 Funding..... 5

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

    3.01 Federal Assurances..... 6

    3.02 Federal Certifications ..... 6

ARTICLE IV INTELLECTUAL PROPERTY ..... 6

    4.01 Intellectual Property ..... 6

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

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

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

    5.03 SAO Audit..... 7

    5.04 Recapture of Funds..... 7

    5.05 Public Information and Confidentiality..... 7

    5.06 Data Security ..... 8

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

    6.01 Contract Management ..... 8

    6.02 Termination for Convenience..... 8

    6.03 Termination for Cause..... 8

    6.04 Equitable Settlement ..... 9

ARTICLE VII MISCELLANEOUS PROVISIONS ..... 9

    7.01 Technical Guidance Letters..... 9

    7.02 Survivability ..... 9

    7.03 No Waiver ..... 9

    7.04 Standard Terms and Conditions ..... 9

## ARTICLE I DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.01 Definitions

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

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

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

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

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

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

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

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

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

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

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

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

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

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

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

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



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

“Receiving Agency” means the State agency receiving the benefit of the goods or services provided under this Contract.

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

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

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

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

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

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

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

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

#### **1.02 Interpretive Provisions**

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

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

## ARTICLE II CONSIDERATION

### 2.01 Expenses

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

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

### 2.02 Funding

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



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

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

#### 3.01 Federal Assurances

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

#### 3.02 Federal Certifications

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

### ARTICLE IV INTELLECTUAL PROPERTY

#### 4.01 Intellectual Property

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

### ARTICLE V RECORDS, AUDIT, AND DISCLOSURE

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

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



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

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

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

**5.03 SAO Audit**

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

**5.04 Recapture of Funds**

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

**5.05 Public Information and Confidentiality**

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

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

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

**5.06 Data Security**

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

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

**ARTICLE VI CONTRACT MANAGEMENT AND EARLY TERMINATION**

**6.01 Contract Management**

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

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

**6.02 Termination for Convenience**

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

**6.03 Termination for Cause**

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



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

**6.04 Equitable Settlement**

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

**ARTICLE VII MISCELLANEOUS PROVISIONS**

**7.01 Technical Guidance Letters**

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

**7.02 Survivability**

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

**7.03 No Waiver**

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

**7.04 Standard Terms and Conditions**

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

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

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

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**ATTACHMENT E**  
**UT SYSTEM SUPPLEMENTAL CONDITIONS**

**The HHSC Uniform Terms and Conditions - State Governmental Body are revised as follows:**

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

**"4.01 Intellectual Property**

A. Other than intellectual property interests, 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, all rights, title, and interest in and to such Intellectual Property shall vest in the Party that creates such Intellectual Property.

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

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

**"5.05 Public Information and Confidentiality**

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

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

**Section 5.06, Data Security, is deleted in its entirety and replaced with the following:**

**"5.06 Data Security**

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

**Section 6.02, Termination for Convenience, is deleted in its entirety and replaced with the following:**

**"6.02 Termination for Convenience**

Either Party may terminate the Contract at any time when, in its sole discretion, it determines that termination is in the best interest of the State of Texas. The termination will be effective on the date specified in the terminating Party's notice of termination."

**Section 7.04 Standard Terms and Conditions, is deleted in its entirety and replaced with the following:**

**"7.04 Standard Terms and Conditions**

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



competent jurisdiction in Travis County, Texas. Performing Agency irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE SYSTEM AGENCY OR BY PERFORMING AGENCY.**

- E. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- F. Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the System Agency may terminate this Contract immediately upon written notification to Performing Agency.
- G. This Contract, its integrated Attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.
- H. Neither party shall assign or subcontract the whole nor any part of the contract, including any right or duty required under it, without the other party's prior written consent. Any assignment made contrary to this shall be void.
- I. This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the System Agency within thirty (30) days of execution by the other Party, this Contract shall be null and void.



Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," each Party is self-insured and, therefore, is not required to purchase insurance."

**Attachment F:**  
**SUPPLEMENTAL CONDITIONS**

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

Section 2.02, Final Billing Submission, is deleted in its entirety and replaced with the following:

**2.02 Final Billing Submission**

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

Section 2.03, Financial Status Reports, is deleted in its entirety and replaced with the following:

**2.03 Financial Status Reports (FSRs)**

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

Section 6.01, Ownership, is deleted in its entirety and replaced with the following:

**6.01 Ownership**

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

**Section 6.02, Intellectual Property, is deleted in its entirety and replaced with the following:**

## **6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property.
- b. To the extent any Work results in the creation of Intellectual Property, all rights, title, and interest in and to such Intellectual Property shall vest in the Part that creates such Intellectual Property.
- c. Grantee agrees to grant to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable, non-commercial license to use all Deliverables and any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license in any subcontracts under this Contract.
- d. The System Agency shall have the right to review and provide comment to any written report, publication or other literature including copyrightable Intellectual Property invented or created in the performance of this Contract, prior to the publication of such literature. Grantee agrees to provide the System Agency with an advance copy of any such report, publication, or literature at least thirty (30) days prior to publication. Grantee agrees to insert the following statement into any such report, publication or literature: "The views expressed in this publication are those of the authors and do not necessarily reflect the official policies, positions, or views of the State of Texas or the Health and Human Services Commission."

**Section 7.05, Confidentiality, is deleted in its entirety and replaced with the following:**

### **7.05 Confidentiality**

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

**Section 7.06, Public Information Act, is deleted in its entirety and replaced with the following:**

### **7.06 Public Information Act**

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

**Section 9.02, Insurance, is deleted in its entirety and replaced with the following:**

### **9.02 Insurance**

As an agency of the State of Texas, Grantee agrees to maintain the highest levels of insurance as required by applicable law. Grantee is self-insured with respect to Worker's Compensation

Insurance (Texas Labor Code title 5, Chapter 503, Workers' Compensation Insurance for Employees of The University of Texas System). Under the law of the State of Texas, Grantee is unable to obtain Employer's Liability, Comprehensive General or Public Liability, and Comprehensive Automobile Insurance. In lieu of this, the Texas Tort Claims Act provides for remedies against the State for legal proceedings for claimants for personal injuries or death (Texas Civil Code Title 5, Chapter 101, Governmental Liability).

**Section 9.04, Permitting and Licensure, is deleted in its entirety and replaced with the following:**

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

**Section 9.05, Indemnity, is deleted in its entirety and replaced with the following:**

**9.05 Indemnity**

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

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

**SUBJECT TO THE STATUTORY DUTIES OF THE TEXAS ATTORNEY GENERAL, GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING**

**SOLELY FROM THE NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

**Section 9.14, Publicity, is deleted in its entirety and replaced with the following:**

**9.14 Publicity**

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

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

**Section 9.16, No Waiver of Sovereign Immunity, is deleted in its entirety and replaced with the following:**

**9.16 No Waiver of Sovereign Immunity**

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

**Section 9.20, Employment Verification, is deleted in its entirety and replaced with the following:**

**9.20 Employment Verification**

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

### CERTIFICATION REGARDING LOBBYING

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

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

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


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

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

#### Statement for Loan Guarantees and Loan Insurance

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

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

* APPLICANT'S ORGANIZATION	
The University of Texas at Austin	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: Mark Middle Name: <input type="text"/>
* Last Name: Featherston	Suffix: <input type="text"/>
* Title: Assistant Director, OSP	
* SIGNATURE:  Digitally signed by Mark Featherston Date: 2019.08.30 15:05:50 -05'00'	* DATE: <input type="text"/>



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

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

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

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

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

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

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424B (Rev. 7-97)  
Prescribed by OMB Circular A-102

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

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p>  <p>Digitally signed by Mark Featherston Date: 2019.08.30 15:05:37 -05'00'</p>	<p>TITLE</p> <p><b>Assistant Director, OSP</b></p>
<p>APPLICANT ORGANIZATION</p> <p><b>The University of Texas at Austin</b></p>	<p>DATE SUBMITTED</p> <p><b>30 august 2019</b></p>