

INTERAGENCY COOPERATION CONTRACT
BY AND BETWEEN
HEALTH AND HUMAN SERVICES COMMISSION
AND
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON
CONTRACT NO. HHS00051560001

THE HEALTH AND HUMAN SERVICES COMMISSION (“Receiving Agency” or the “System Agency”) and THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON, (“UTHEALTH” or “Performing Agency”), each a “Party” and collectively the “Parties,” enter into this Interagency Cooperation Contract (the “Contract”) for the evaluation of the Texas Supplemental Nutrition Application Program Education (SNAP-ED) services 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.

Receiving Agency

Name: Health and Human Services
Commission: Bessie Felton
Address: 909 West 45th Street, Bldg. 2
City and Zip: Austin, 78751
Contact Person:

Telephone:512-206-5072
Fax number:512-206-5077
E-Mail Address:
AES_contracts@hhsc.state.tx.us

Agency Number:529

Performing Agency

Name: The University of Texas Health
Science Center at Houston
Address: 1616 Guadalupe, Suite 6.300
City and Zip: Austin, 78701-1204
Contact Person: Deanna M. Hoelscher, PhD,
RD, LD; Nalini Ranjit, PhD

Telephone:512-391-2510, 512-391-2527
Fax number:512-482-6185
E-Mail Address:

Deanna.M.Hoelscher@uth.tmc.edu;
Nalini.Ranjit@uth.tmc.edu

Agency Number:744

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

System Agency Contract No. HHS00051560001

The Contract is effective on October 1, 2019 and terminates on September 30, 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. The Receiving Agency reserves the option to renew the Contract for up to four (4) addition one (1) year term. Any renewal will be effective only by written amendment executed by the Parties.

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 \$713,824.00 (Seven Hundred Thirteen Thousand Eight Hundred and twenty-four Dollars and Zero cents, as provided for in **Attachment B – Budget**.

As of the execution of this Contract, the maximum contract amounts set forth above and the attached Budget are estimations. Performing Agency will not commence work or incur expenses for federal fiscal year 2020 unless and until System Agency provides Performing Agency with a written notice authorizing Performing Agency to proceed based on a budget with a maximum contract amount equal to or less than the estimated amounts set forth above. If necessary and at the sole discretion of system Agency, the parties may subsequently amend this Contract to incorporate a revised budget and maximum contract amounts.

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:

HHSC
Karen Ray
Chief Counsel
Health and Human Services Commission
Austin, Texas
Phone:(512) 424-6614
Email: karen.ray@hhsc.state.tx.us

Performing Agency
The University of Texas Health Science Center at Houston
Sponsored Projects Administration

System Agency Contract No. HHS000515600001

7000 Fannin Street, Suite 1008
Houston, Texas 77030
Attention: Alexandra Grosman
email: preward@uth.tmc.edu

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

VII. CERTIFICATIONS

The undersigned Parties certify that:

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

The Receiving Agency further certifies that it has statutory authority to contract for the services described in this contract under Section 531 of the Texas Government Code.

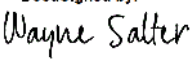
The Performing Agency further certifies that it has statutory authority to contract for the services described in this contract under Chapters 65, Texas Education Code.

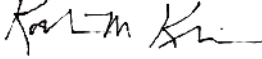
SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS00051560001

Health and Human Services

The University of Texas Health Science
Center at Houston

DocuSigned by:

1B64D3EC1EE34C4...
Signature

DocuSigned by:

BC2954F6F2344EA...
Signature

Wayne Salter
Printed Name

Kathleen Kreidler
Printed Name

Deputy Executive Commissioner
Title

Associate Vice President, Sponsored Project
Title

August 29, 2019
Date

August 28, 2019
Date

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS00051560001
ARE HEREBY INCORPORATED BY REFERENCE:**

- ATTACHMENT A – STATEMENT OF WORK**
- ATTACHMENT B – BUDGET**
- ATTACHMENT C – UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT D – HHSC SPECIAL CONDITIONS**
- ATTACHMENT E – DATA USE AGREEMENT**
- ATTACHMENT F – FEDERAL ASSURANCES AND CERTIFICATIONS**

**INTERAGENCY COOPERATION AGREEMENT
BETWEEN
THE HEALTH AND HUMAN SERVICES COMMISSION
AND
The University of Texas Health Science Center at Houston
School of Public Health, Austin Campus
HHSC Contract Number: HHS000515600001**

ATTACHMENT A

STATEMENT OF WORK

STATEMENT OF WORK

The terms of this Statement of Work ("**SOW**") are in addition to, and construed together with Interagency Cooperation Contract by and between the Health and Human Services Commission ("**HHSC**" or "**Receiving Agency**") and The University of Texas Health Science Center at Houston (UTHealth or "**Performing Agency**") denominated HHSC Contract No. HHS00051560001 to which this SOW is attached ("**Contract**"). All defined terms not defined herein have the meanings set forth in the Contract.

BACKGROUND

The Supplemental Nutrition Assistance Program-Education ("**SNAP-Ed**" or "**SNAP-Ed Program**") is a federally funded program administered by the Receiving Agency that offers nutrition education and obesity prevention services to low-income communities and SNAP- eligible families. These services are designed to facilitate the adoption of healthy nutrition and physical education behaviors conducive to the health and well-being of SNAP participants.

An important priority of the United States Department of Agriculture ("**USDA**") Food and Nutrition Service ("**FNS**") SNAP-Ed Plan is the implementation of an evaluation plan that measures short, medium and long-term changes in important outcomes at the individual, environmental and sectoral levels, and ultimately, shows change at the level of the target SNAP-Ed population. At the state level, utilization of a common evaluation framework across multiple implementing agencies facilitates reporting program successes to FNS and other stakeholders

HHSC has previously entered into a contract with UTHealth to conduct a needs assessment and develop a common evaluation framework for SNAP-Ed Contractors in Texas. As part of this contract, UTHealth has completed an extensive literature review, secondary data analyses of state level data, and a Needs Assessment Report, based on survey and interview data obtained from SNAP-Ed program participants, directors and staff of SNAP-Ed Contractors, and partner agencies of contractors. These inputs informed the development of an evaluation plan ("**Evaluation Plan**") that is (a) based on the Socio-Ecological Model as per SNAP-Ed Guidance, and includes indicators at the individual and organizational levels; (b) proposes evaluation indicators consistent with the SNAP-Ed Evaluation Framework Interpretive Guide; and (c) makes recommendations on evaluations to improve program effectiveness.

SCOPE OF WORK

Upon the Effective Date of the Contract, UTHealth will carry out a three-year plan with three objectives to: (a) support implementation of a uniform, statewide evaluation strategy for adoption by SNAP-Ed contractors in Texas, including new contractors and the statewide evaluation strategy will be informed by the results of the FY2017-FY2019 evaluation project; (b) identify opportunities and develop methodologies to quantify health care cost savings and improvements in Quality-Adjusted Life Years (QALYs) among SNAP-Ed eligible populations; and (c) provide instruction and technical assistance to the SNAP-Ed contractors to increase the number of Policy / Systems / Environment (PSE) interventions.

In line with these objectives, UTHHealth will develop and implement deliverables and services described below (collectively, "**Services**") for HHSC, during the term of the Contract:

- 1) Implementation of a uniform evaluation strategy.
 - a) *Dissemination of common outcome measures and reporting schema:* Develop and disseminate a common core of important short and medium-term behavioral outcomes that can be used by all existing SNAP-Ed contractors, as well as assist with identification of agency-specific measures; provide a common template to all agencies for reporting of key behavioral outcomes.
 - b) *Distribution of measurement tools:* Equipment for measurement of height and weight (stadiometers and scales) will be provided, along with training for use, to agencies serving selected high-risk populations, in order to obtain objective outcome measures. In addition, selected agencies (based on readiness) will receive training on use of Qualtrics to streamline data collection.
 - c) *Evaluation Training:* Provide guidance on conducting pre-post evaluation studies through one workshop and twice per year consultations; train agencies on efficient, valid, and reliable data collection practices, and provide guidelines for simple data analysis to facilitate reporting.
 - d) *Compile and summarize evaluation data:* Compile and pool data from across agencies, analyze and prepare summary report with agency-specific and pooled reports for key behavioral outcomes. In addition, supplement BRFSS with 6-question food security module to obtain statewide data on prevalence and trends in food security.
 - e) *Design a PSE evaluation strategy for implementation in FY 2021 and FY 2022:* Develop measures for assessment of PSE strategies via a literature review and data from current SNAP-Ed evaluation. Collect and analyze data on ongoing PSE strategies through UTHHealth --initiated primary data collection once a year, and through secondary analysis of quarterly reports. The proposed measurement strategy will be aligned with existing data collection strategies that are already in place (i.e., PEARS).
 - f) *Process and formative evaluation of new SNAP-Ed Projects.* For newly added projects, UTHHealth will initiate process and formative evaluation, to develop an evaluation framework specific to their needs and activities. The following activities will be conducted with new SNAP-Ed projects.
 - i) Review intervention materials, evidence base, strategies and work plans.
 - ii) Conduct interviews with key personnel in each project.
 - iii) Identify relevant outcome and impact measures consistent with the SNAP-Ed Evaluation Framework.
 - iv) Provide consulting opportunities and selected material resources to new SNAP-Ed partners to support evaluation activities.
- 2) Developing strategies to estimate health care cost savings.
 - a) Evaluate existing obesity progression models that can be applied to adults and for the SNAP-Ed population. Obesity progression models that have the capability to estimate QALYs will be identified and evaluated.
 - b) Make preliminary estimates of obesity-related chronic disease costs using Medicaid claims files.
 - c) Estimate trends in chronic disease prevalence in the Texas SNAP-Ed eligible population using available datasets such as Behavioral Risk Factor Surveillance System (BRFSS).

- 3) Capacity development for implementing PSE changes through partnerships.
 - a) Conduct a one-day workshop for SNAP-Ed Contractors on initiating PSE within the Settings and Sectors framework.
 - b) Provide biannual consultation opportunities on building partnerships for implementing PSE changes.
 - c) Conduct partner evaluations, similar to the evaluation conducted through the term of the contract, in order to obtain trends data. These evaluations will enable classification of partnerships in terms of which ones provide the most impact. A network analysis of partnerships will also be completed.

- 4) Use the data described above, as well as secondary data analysis of statewide data, to assess short term, medium term, and selected long term indicators for the following Texas SNAP-Ed State Program evaluation goals, as follows:
 - a) Evaluate if SNAP-Ed efforts are leading to positive changes in self-report dietary behavior and self-reported physical activity behavior.
 - b) Assess if SNAP-Ed health promotion efforts are promoting health care cost savings among the SNAP-Ed eligible population.
 - c) Evaluate if SNAP-Ed efforts are resulting in partnerships that could lead to reduced risk factors for chronic disease among the SNAP-Ed eligible populations.
 - d) Assess if SNAP-Ed efforts are leading to changes in policy, systems and environments (PSE) that are associated with healthy eating and active living behaviors.
 - e) Assess population level changes in prevalence of food insecurity.

- 5) On-going Services. In providing the Services described herein, UHealth will:
 - a) Provide quarterly updates on the evaluation plan to the HHSC SNAP-Ed project leadership.
 - b) Utilize on-going input and guidance from SNAP-Ed Contractors and relevant stakeholders.
 - c) Participate in planning and oversight meetings involving HHSC SNAP-Ed leadership and SNAP-Ed contractors and other meetings as requested by HHSC.
 - d) Submit quarterly progress/status reports within 20 days after the end of each quarter.
 - e) Maintain staff with the qualifications necessary to fulfill the requirements of the Contract. In the event of staff turnover, UHealth must notify HHSC within ten (10) business days of the staff's termination notice. Within ten (10) days after hiring of new staff, a copy of the new staff member's qualifications must be submitted to HHSC. Staff member affiliated with any SNAP-Ed Contractor must not work on the evaluation to eliminate conflicts of interest or the appearance of a conflict of interest.

PERFORMANCE MEASURES

Performance of the Services by PERFORMING AGENCY will be measured by the benchmarks set forth in **Attachment F** of the Contract as well as through the reports set forth below. The reports shall be provided to HHSC by the dates specified below.

- 1) Quarterly Progress/Status Reports will be submitted to the HHSC within 20 days after the end of each quarter of the state fiscal year (September 1 - August 31) in a format prescribed by HHSC and will include, but will be not limited to:
 - i) Participation in SNAP-Ed-related activities and meetings; and
 - ii) Status and updates on the activities related to each of the three specified core objectives.

- 2) The following reports and presentations will be submitted or presented to the HHSC by dates determined by HHSC but may be extended with approved exceptions:
 - i) Report on process evaluation of Special Projects.
 - ii) Evaluation plan for Special Projects including suggested metrics and indicators.
 - iii) Proposed plan for assessing health care cost savings.
 - iv) Periodic updates on dissemination of common core measures across agencies as well as reports of assistance with measurement methods.
 - v) Organizational partnerships report for FY 2020.
 - vi) Summary report of evaluation of behavioral outcomes across agencies in FY 2020, with data obtained by agencies.
 - vii) Report of PSE indicators in FY 2020, with data obtained by UTHealth.

INVOICE REQUIREMENTS

UTHealth shall submit an invoice for Services performed in the previous month in the format prescribed by HHSC with supporting documentation as required by HHSC within 10 days after the last day of the previous month in which Services were provided. Upon HHSC's request, UTHealth shall provide additional information to the degree or detail necessary to resolve any review, examination, inquiry or audit by HHSC or other responsible authority. The UTHealth invoice must certify that payments requested are in accordance with applicable Contract provisions as well as applicable laws and regulations and that the requirements of the Contract have been met.

**INTERAGENCY COOPERATION AGREEMENT
 BETWEEN
 THE HEALTH AND HUMAN SERVICES COMMISSION
 AND
 The University of Texas Health Science Center
 at Houston, Austin Campus
 HHSC Contract No. HHS000515600001**

ATTACHMENT B – BUDGET SUMMARY

Supplemental Nutrition Assistance Program Education (SNAP-Ed)

Budget Summary

Legal Name:	The University of Texas Health Science Center at Houston
Address 1:	7000 Fannin
Address 2:	UCT 1000
City, State, Zip:	Houston, Texas, 77030-5401
Contract Number:	
Tax ID Number:	74-1761309

TOTAL	
Cost Categories	Total Budget Requested
A. Personnel	\$412,036
B. Fringe Benefits	\$120,554
C. Travel	\$33,091
D. Equipment/Cap Expend	\$0
E. Educational Materials	\$3,040
F. Building/Space/Maintenance	\$0
G. Non-Cap Expend & Supplies	\$22,052
H. Contractual	\$0
I. Other	\$0
J. Total Direct Costs:	\$590,773
K. Indirect Costs	\$123,051
L. Total (Sum of J and K)	\$713,824

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



TEXAS

Health and Human Services

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

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ARTICLE I DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

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

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

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

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

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

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

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

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

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

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

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

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

“[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.

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ATTACHMENT D
UT SYSTEM SUPPLEMENTAL CONDITIONS
HHSC Contract Number: HHS00051560001

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.”

ATTACHMENT D
UT SYSTEM SUPPLEMENTAL CONDITIONS
HHSC Contract Number: HHS00051560001

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.

ATTACHMENT D
UT SYSTEM SUPPLEMENTAL CONDITIONS
HHSC Contract Number: HHS00051560001

- 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.
- J. 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."

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

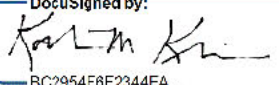
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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

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

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

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

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>DocuSigned by:  BC2954F8F2344EA...</p>	<p>TITLE</p> <p>Assoc. V.P., Sponsored Projects</p>
<p>APPLICANT ORGANIZATION</p> <p>University of Texas Health Science Center at Houston</p>	<p>DATE SUBMITTED</p> <p>August 28, 2019</p>

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

*** APPLICANT'S ORGANIZATION**

University of Texas Health Science Center at Houston

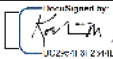
*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix: * First Name: Kathleen Middle Name:

* Last Name: Kreidler Suffix:

* Title: Assoc. V.P., Sponsored Projects

*** SIGNATURE:**



* DATE: August 28, 2019