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INTERAGENCY COOPERATION CONTRACT
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001001300001

THE DEPARTMENT OF STATE HEALTH SERVICES ("Receiving Agency" or the "System Agency") and **THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER,** State Agency Number 785 ("Performing Agency"), each a "Party" and collectively the "Parties," enter into the following contract for services to support and facilitate operations of the state Perinatal Quality Collaborative (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	Receiving Agency
The University of Texas Health Science Center at Tyler	Department of State Health Services
11937 US Hwy 271	1100 West 49th Street, MC 1990
Tyler, Texas 75708	Austin, Texas 78756
Contact Person: Nagla Elerian	Contact Person: Kevin Ruiz
Telephone: 512-852-3198	Telephone: 512-776-2192
Fax number: 903-877-7558	Fax number: 512-776-7391
nelerian@utsystem.edu	kevin.ruiz@dshs.texas.gov
Agency Number: 785	Agency Number: 537

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 September 1, 2021, or the signature date of the latter of the Parties to sign this Contract, whichever occurs later, and terminates on August 31, 2022, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract by written amendment for up to two (2) additional twelve-month periods, subject to terms and conditions mutually agreeable to both Parties, if funds are available.

IV. AMENDMENT

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

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V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract shall not exceed **ONE MILLION SIX HUNDRED EIGHT THOUSAND THREE HUNDRED EIGHTY-TWO DOLLARS ($1,608,382.00),** as provided for in **Attachment B – Deliverables Schedule**.

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
Department of State Health Services
1100 West 49th Street, Mail Code 1911
Austin, Texas 78756
Attention: Office of General Counsel

Performing Agency
The University of Texas Health Science Center at Tyler
11937 US Hwy 271
Tyler, Texas 75708
Attention: David Anderson

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 Texas Health and Safety Code Chapters 12 and 1001 and Texas Government Code Chapter 531, Subchapter D.

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The Performing Agency further certifies that it has statutory authority to contract for the services described in this Contract under Chapter 76 of Texas Education Code.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS001001300001

DEPARTMENT OF STATE HEALTH SERVICES	THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER
DocuSigned by: Jennifer Sims FF74006FBA6747E...	DocuSigned by: Michael Whitman 40C3C93BA6ED43F...
Signature of Authorized Representative	Signature of Authorized Representative
Jennifer Sims	Michael Whitman
Deputy Commissioner	Director, Office of Sponsored Programs
April 28, 2021	April 28, 2021
Date of Signature	Date of Signature

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS001001300001 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A – STATEMENT OF WORK
ATTACHMENT B – DELIVERABLES SCHEDULE
ATTACHMENT C – UNIFORM TERMS AND CONDITIONS
ATTACHMENT D – SUPPLEMENTAL AND SPECIAL CONDITIONS
ATTACHMENT E – CONTRACT AFFIRMATIONS
ATTACHMENT F – ADDITIONAL PROVISIONS
ATTACHMENT G – UT SUPPLEMENTAL AND SPECIAL CONDITIONS

ATTACHMENTS FOLLOW

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ATTACHMENT A

STATEMENT OF WORK

I. OVERVIEW

Performing Agency will provide administrative and support services to facilitate operations of the state Perinatal Quality Collaborative ("PQC"). For the purposes of this Contract, Receiving Agency recognizes the *Texas Collaborative for Healthy Mothers and Babies* ("TCHMB") as the state PQC.

PQCs are multidisciplinary networks of perinatal care providers, community stakeholders and public health professionals working to improve health and safety outcomes for women and infants by advancing evidence-informed clinical practices and processes using quality improvement (QI) principles. Perinatal Quality Collaborative strategies include use of the collaborative learning model, rapid-response data for QI, and providing QI science support and assistance with the ultimate goal of achieving improvements in population-level outcomes in maternal and infant health.

The mission of the PQC is to advance health care quality and patient safety for all Texas mothers and babies through the collaboration of health and community stakeholders in the development of joint QI initiatives, the advancement of data-driven best practices, and the promotion of education and training in order to:

- Reduce preterm birth and infant mortality;
- Reduce disparities in the health outcomes of mothers and babies;
- Reduce maternal mortality and severe maternal morbidity;
- Improve the health outcomes of mothers and babies;
- Increase the involvement of fathers/families; and
- Improve women's health throughout the life cycle.

The role of the Performing Agency within this Statement of Work is to identify and engage key stakeholders and encourage their collaboration, buy-in and involvement; promote the PQC identity and mission; facilitate the establishment of and adherence to governing by-laws related to PQC activities; provide operational support for the day-to-day operation and facilitation of PQC activities; and to employ data-driven QI methods and collaborative learning opportunities to increase the capacity for perinatal QI and execution of selected approved PQC QI projects. Specific responsibilities of the Performing Agency are detailed in Section II.

The role of Receiving Agency within this Statement of Work is to provide funding, oversight, leadership, support and subject matter expertise working cooperatively with the Performing Agency for the successful achievement of the activities described herein as related to the PQC. Specific responsibilities of Receiving Agency are detailed in Section III.

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II. PERFORMING AGENCY RESPONSIBILITIES

A. Performing Agency shall, in coordination with and for approval by Receiving Agency and the PQC Executive Committee (EC), develop a multi-year strategic plan for the PQC including a detailed description of the PQC mission, goals, key strategies, performance measures and milestones, and annual priorities. The PQC strategic plan will also:

1. Align the Executive Committee and Sub-Committees (SC) with a common purpose and vision which reflects the statewide priorities for maternal and child health and safety;

2. Be based on documented strengths, gaps, and needs analysis to inform ongoing development of an effective and sustainable PQC;

3. Identify maternal and child health public health, clinical and community organizations, associations, key players, leaders, champions and other stakeholders for potential collaboration;

4. Demonstrate wide-ranging stakeholder input in the development of said strategic plan;

5. Specify methods by which PQC membership will be broadened and how stakeholders (individuals and/or organizations) will be engaged, recruited and involved in the development, implementation and dissemination of PQC efforts and QI projects;

6. Establish a framework and process for the planning, development, coordination and oversight of QI projects; and

7. Update this plan every two (2) years.

B. Performing Agency shall, in coordination with Receiving Agency and the PQC EC, oversee a process to review, update, amend, implement, and maintain the Governance Plan as it relates to PQC activities. The Governance Plan must be submitted to and approved by Receiving Agency and the PQC EC prior to implementation. Oversight of the Governance Plan will include, but not be limited to:

1. Consulting with Receiving Agency and the EC to develop a systematic review process, timeline and periodicity for analyzing and updating the PQC Governance Plan;

2. Updating the description of PQC Membership, EC and SC composition, election process, nominating committee, roles and terms;

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3. Establishing parameters and processes related to review and approval of data collection, data use, communication and publication related to PQC activities;

4. Establishing a Conflict-of-Interest policy and procedure for PQC members to effectively identify, disclose and manage any actual, potential or perceived conflicts of interest; and

5. Operationalizing the PQC Governance Plan as approved and assuring that it is carried out as approved.

C. Performing Agency shall, in coordination with Receiving Agency, organize, support, and facilitate the PQC EC and SC meetings as they relate to PQC activities, which include but are not limited to:

1. Establishing the periodicity of the EC and SC meetings, which shall be in accordance with the approved PQC Governance Plan and, at minimum, be once per quarter;

2. Working with Receiving Agency subject matter experts and the PQC EC for the EC pre-meeting planning and scheduling to develop meeting agendas (with Receiving Agency final approval) and goals and objectives for each EC meeting, as well as to identify documentation, handouts and process activities to support successful virtual and on-site meetings;

3. Developing meeting agendas, registration documents, name tags, presentations and handouts; printing documents; and developing and creating packets as needed;

4. Identifying and providing appropriate meeting room venues for in-person meetings with call-in and/or video conferencing capabilities and conference call logistics for virtual meetings;

5. Managing the logistics of the meeting such as meeting invitations, registration, and travel reimbursement;

6. Providing neutral facilitation and meeting management to ensure an interactive and productive meeting flow, support full engagement and participation of all PQC members in the meetings, capture key concepts, and support identification and exploration of key ideas to achieve each meeting's approved goals and objectives;

7. Ensuring that Receiving Agency funds do not go towards the support or promotion of commercial or product items or services and that PQC EC and SC meetings are free from commercial influence;

8. Recording, editing, obtaining approval of, and posting meeting minutes; and

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9. Developing and conducting post-meeting surveys and follow-up activities in coordination with Receiving Agency, to identify opportunities to improve the process and address items identified for follow-up.

D. Performing Agency shall, in coordination with Receiving Agency, organize, support, and facilitate a PQC annual educational conference, which includes but is not limited to:

1. Coordinating with Receiving Agency and PQC members to plan the conference theme, calendar and schedule, and identify opportunities for concurrent meetings, if any;

2. Working jointly with Receiving Agency and the PQC members to develop a conference plan which would include conference goals and objectives, effective agenda, documentation, handouts, and process activities to support a successful on-site conference;

3. Working with appropriate agencies to seek continuing education units for physicians, nurses, and other continuing education credits for conference attendees, as applicable;

4. Identifying and securing conference speakers, facilitators, special guests and sponsors in coordination with Receiving Agency and PQC members;

5. Inviting speakers only after a consensus by the conference planning committee which will include Receiving Agency representatives;

6. Providing logistical support for meeting registration and implementing:
    a. A conference outreach and communication plan including strategies, methods, and materials for reaching attendees to announce, build awareness about, and invite PQC current and potential members to attend;
    b. A conference registration website to include conference announcements, schedule and registration and venue information and forms; and
    c. A response tracking tool to allow for contact follow-up and registration completion;

7. Securing conference venue and conference logistics including hotel room blocks for attendees, conference facility rooms, audiovisual equipment, and registration equipment;

8. Creating conference materials, including flyers, name tags, signs, educational materials, reproduction of presentation slides, evaluation forms, etc.;

9. Providing on-site facilitation and support during the conference event and follow-up, as identified; and

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10. If Receiving Agency through their input for any of these activities does not agree with or approve of any topics, or speakers, the Performing Agency will modify the agenda accordingly.

E. Performing Agency shall, in coordination with Receiving Agency, maintain a communications strategy related to PQC activities that will, at a minimum, include a PQC website dedicated to dissemination of information across professional disciplines working toward improving pregnancy and birth outcomes in Texas and linking stakeholders to resources, which will:

1. Be a resource for perinatal health professionals for quality improvement;

2. Provide an overview of the PQC and its operations, including activities, members, and approved projects;

3. Highlight and share products of the PQC (e.g., toolkits, newsletters, assessment surveys, educational materials related to the QI projects);

4. Serve to recruit health care providers, hospitals, health systems, and other partners to participate in PQC QI projects;

5. Provide access to information on current best practices in perinatal health and quality improvement;

6. Ensure that all actions and communication taken on behalf of the PQC align with and follow process outlined in Governance Plan, which is to be developed under Section II. B. of this Statement of Work; and

7. Create opportunities for collaboration and partnership by connecting the PQC with perinatal health professionals, subject matter experts, and other states' PQCs for the purpose of supporting Receiving Agency and the PQC in advancing their goals.

F. Performing Agency shall, in coordination with Receiving Agency and Sub-Committee Chairs, work with and facilitate the PQC Sub-Committees to identify, develop, and propose perinatal QI projects. To facilitate this, the Performing Agency will:

1. Provide logistical support to the PQC Sub-Committees and stakeholder members to facilitate their identification of QI priorities in alignment with Receiving Agency and PQC priorities;

2. Support the PQC Sub-Committees' QI topic selection and project planning process with review and analysis of relevant literature, data, evidence-based research, documented QI initiative methodology, case studies, best practices and feasibility;

3. Support the PQC Sub-Committees and stakeholder members in the planning, development and prioritization of potential QI projects;

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4. Submit selected proposed QI projects to the PQC EC for approval; and

5. Prepare QI project proposals in a format provided by Receiving Agency for Receiving Agency approval and funding consideration.

G. Performing Agency will design and develop an annual Work Plan with detailed activities, actions and timeline for completion of this Statement of Work prior to implementation of work thereon. Work Plan must be submitted to julie.stagg@dshs.texas.gov; ashley.steenberger@dshs.texas.gov; erin.thompson@dshs.texas.gov; and cdsb@dshs.texas.gov for review and approval in the format agreed upon by the Parties within thirty days of approval of Work Plan format.

H. Performing Agency will submit quarterly progress reports to provide Receiving Agency updates, report progress, and identify any barriers to PQC activities in a format and timeline agreed upon with Receiving Agency. In addition, the Performing Agency and Receiving Agency will hold monthly working meetings and/or calls with an agreed-upon schedule.

I. All written and electronic publications, presentations, printed materials, website and social media content and media releases related to PQC activities will be submitted to Receiving Agency for input, review and approval prior to release.

J. Funding may not be utilized for the following activities:

1. The PQC and its members may not participate in legislative lobbying in the name of, or with funding from, Health and Human Services Commission ("HHSC"), Receiving Agency, or the PQC. Members are not prohibited from independently representing themselves; and

2. Any activities for which a conflict of interest has been identified.

K. All reporting and deliverables will be submitted electronically to julie.stagg@dshs.texas.gov; ashley.steenberger@dshs.texas.gov; erin.thompson@dshs.texas.gov; and cdsb@dshs.texas.gov.

III. RECEIVING AGENCY RESPONSIBILITIES

A. Receiving Agency will provide consultation, guidance and oversight to the Performing Agency in the review, assessment and amendment process of the PQC Governance Plan. Receiving Agency will provide timely review of the Governance Plan upon submission for approval.

B. Receiving Agency will coordinate with the Performing Agency in the organization of the PQC EC and SC virtual and in-person meetings by:

1. Coordinating with the Performing Agency for pre-meeting planning and scheduling;

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2. Actively participating in all meetings as the Receiving Agency subject matter experts and staff who are able to make project-related decisions on behalf of Receiving Agency;

3. Assuring consistency and alignment of PQC meeting agenda and activities with Receiving Agency priorities under the Receiving Agency Healthy Texas Mothers and Babies initiative and other relevant System Agency priorities as appropriate;

4. Working with the Performing Agency and the PQC to identify meeting goals and objectives, effective agendas, documentation, handouts, and process activities to support successful on-site meetings;

5. Providing timely review of agendas and other materials as needed;

6. Providing timely review of post-meeting surveys and follow-up activities to identify opportunities to improve the process and address items identified for follow-up; and

7. Providing active input with information and resources that can help to support the activities of the PQC.

C. Receiving Agency will coordinate with the Performing Agency to plan and organize a PQC annual educational conference by:

1. Working with the Performing Agency and the PQC EC in the planning of conference theme, calendar and schedule, and opportunities for concurrent meetings, if any;

2. Attending and actively participating in conference planning meetings;

3. Providing timely input and review of conference goals and objectives, effective agenda, documentation, handouts, and process activities;

4. Providing timely input, review and approval of conference speakers, facilitators, special guests and sponsors;

5. Providing timely input and review of conference outreach and communication plan;

6. Providing timely input and review of conference registration website;

7. Providing timely input, review and approval for conference plan; and

8. Supporting the Performing Agency's efforts to recruit speakers and attendees through sharing of contact lists or through dissemination of approved invitations to attend, register or speak at conferences.

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D. Receiving Agency will provide timely input, review and approval of a communications strategy plan related to PQC activities and corresponding materials and content.

E. Receiving Agency will work with the Performing Agency on perinatal QI projects by:

1. Providing subject matter expertise and guidance on relevant data, programs, research and best practices;

2. Providing subject matter expertise and guidance in the identification, development, and planning of perinatal QI projects;

3. Providing guidance for QI project proposal submission and approval process and evaluation criteria; and

4. Providing timely input, review and consideration for approval of QI project proposals.

F. Receiving Agency will provide timely input, review and approval of the Performing Agency's annual Work Plan.

G. Receiving Agency will identify and communicate any conflicts of interest or perceived conflicts of interest identified by Receiving Agency.

H. Receiving Agency will provide timely input and review of Performing Agency's quarterly progress reports.

I. Receiving Agency will provide timely input, review and approval of publications, presentations, printed materials, and media releases related to PQC activities submitted by the Performing Agency.

IV. PERFORMANCE MEASURES

Receiving Agency will monitor Performing Agency's performance of the requirements in Attachment A and Attachment B - Deliverables Schedule, and compliance with the Contract's terms and conditions.

V. INVOICE AND PAYMENT

A. Performing Agency will request payments using the State of Texas Purchase Voucher (Form B-13) located at http://www.dshs.texas.gov/grants/forms.shtm. Voucher and any supporting documentation of deliverables will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit
1100 West 49th Street, MC 1940
P.O. Box 149347
Austin, TX 78714-9347
EMAIL: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

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B. Performing Agency will be paid in accordance with Attachment B - Deliverables Schedule of this Contract. Payment will not be made until the deliverable has been approved and accepted by Receiving Agency. Performing agency can request a delay in a deliverable, if necessary. Receiving Agency will consider reasonable requests and respond within 5 business days to the request. Non-delivery or non-acceptance of deliverables/services under this Contract and Statement of Work may result in non-payment, delayed or reduced payment.

C. Unless otherwise provided by the System Agency, Performing Agency 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.

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ATTACHMENT B

DELIVERABLES SCHEDULE

All deliverables outlined below will be submitted to Receiving Agency electronically via email to cdsb@dshs.texas.gov, kevin.ruiz@dshs.texas.gov, erin.thompson@dshs.texas.gov, ashley.steenberger@dshs.texas.gov, and julie.stagg@dshs.texas.gov for review and approval prior to releasing payment.

Deliverable	Description of Deliverable	Estimated Due Date	Unit Cost	Total Amount
1. Performing Agency shall, in coordination with and approval by Receiving Agency and the PQC Executive Committee (EC), develop a multi-year strategic plan for the PQC including a detailed description of the PQC mission, goals, key strategies, performance measures and milestones, and annual priorities.				
1.1. PQC Strategic Plan	Performing Agency will submit a report that includes: 1. Documentation of strengths, gaps, and needs analysis to inform ongoing development of an effective and sustainable PQC. 2. Detailed description of the PQC mission, goals, key strategies, performance measures and milestones, and annual priorities. 3. Demonstration of wide-ranging stakeholder input in development of strategic plan. 4. Specification of methods for membership and stakeholder engagement. 5. Established framework and process for the planning, development,	July 22, 2022	$46,604.00	$46,604.00

	approval, coordination and oversight of QI projects.			
2. Performing Agency shall, in coordination with Receiving Agency, review, update and amend, implement, and maintain the Governance Plan as it relates to PQC activities.				
2.1 PQC Governance	Performing Agency will submit the following: 1. An updated TCHMB Governance Plan. 2. A description of all changes made during the fiscal year. 3. Processes and procedures used to assure adherence to the Governance Plan. 4. Process used to train EC and staff on TCHMB Governance Plan. 5. Issues or barriers identified with the Governance Plan.	July 22, 2022	$23,301.00	$23,301.00
3. Performing Agency shall, in coordination with Receiving Agency, organize, support, and facilitate the PQC Executive Committee (EC) and Sub-Committee (SC) meetings as it relates to PQC activities.				
3.1. EC and SC Meetings	Performing Agency will submit a report that includes: 1. Agenda, minutes, attendance, action items, resources and issues identified at the PQC EC and SC meetings. 2. EC post-meeting survey result. 3. Follow-up on activities as identified in Minutes/Notes.	Quarterly (45 days after EC meeting)	$20,388.00	$81,552.00
4. Performing Agency shall, in coordination with Receiving Agency, organize, support, and facilitate a PQC annual educational conference.				

4.1. Annual Educational Conference Plan	Performing Agency will submit a report that includes a description of activities and efforts to develop, plan, implement, and facilitate the annual PQC conference. The contractual requirements for the Performing Agency related to the Annual Educational Conference are referenced under Section II. D. of the SOW. Some of the major components for implementing the conference would include: 1. Developing a conference theme, goals and objectives. 2. Proposing and inviting speakers, facilitators, and special guests. 3. Developing a conference agenda and descriptive session learning objectives. 4. Ensuring the provision of continuing education units for physicians, nurses, and other continuing education credits for conference attendees. 5. Providing conference venue management, logistics, and registration. 6. Providing a communication strategy for conference promotion and registration. 7. Providing a plan for coordination of	45 days prior to the Annual Conference	$200,000.00	$200,000.00

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	presentations, materials, audio-visual needs and evaluation.			
4.2 Annual Conference Report	Performing Agency will submit a Post-Conference Report that includes: 1. Detailed conference proceedings. 2. Final conference participant and speaker list. 3. Conference participant evaluation summary. 4. Copies of conference presentations, handouts and relevant materials.	60 days after the Annual Conference	$77,919.00	$77,919.00
5. Performing Agency shall, in coordination with Receiving Agency, develop and maintain a communications strategy related to PQC activities.				
5.1. PQC Communications Strategy	Performing Agency will submit a report that includes: 1. Description of website audience, reach and purpose. 2. Maintenance of website design and maintenance plan. 3. Description of products created and planned for the PQC, purpose, content overview and dissemination plan. 4. Description of other communication and outreach activities, justification, purpose and strategy.	October 29, 2021	$67,962.00	$67,962.00
6. Performing Agency shall, in coordination with Receiving Agency, work with and facilitate the PQC Sub-Committees to identify, develop, and propose perinatal quality improvement (QI) and other projects.				

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6.1 QI Projects	Performing Agency will submit a Semiannual Report that includes all QI and other projects approved by both the Receiving Agency and the EC: 1. Prepared QI project proposals for Receiving Agency and PQC Co-Chair approval. 2. Project management and facilitation activities for learning collaborative and QI activities. 3. Resources (funded and in-kind) to support the projects. 4. Project metrics and evaluation plan. 5. Project timelines. 6. Project outcomes and findings. 7. Activities to support the PQC in the identification of future QI priorities. 8. Facilitation of the PQC QI topic selection, project planning, development and PQC EC approval.	Semi-annually (November 12, 2021 and May 27, 2022)	$208,898.00	$417,796.00
7. Performing Agency will design and develop an annual Work Plan with detailed activities, actions and timeline for completion of the Statement of Work for Receiving Agency approval prior to implementation of work thereon.				
7.1 Annual Work Plan	Performing Agency will submit a report that includes: 1. Detailed actions, activities, and a timeline.	October 29, 2021	$11,650.00	$11,650.00

	2. Proposed publications and approval tracking process/forms. *Note: Additional proposed publications will follow process outlined in Work Plan.			
8. Performing Agency will submit quarterly progress reports to provide Receiving Agency updates, report progress, and identify any barriers to PQC activities in a format and timeline approved by Receiving Agency.				
8.1 Quarterly Progress Reports	Performing Agency will submit a report with: 1. Description of activities carried out in the quarter, and an analysis of progress and challenges (content, format and timeline to be agreed upon with Receiving Agency). 2. Detailed list of PQC Executive Committee and Subcommittee Membership Rosters with individual and organization members and roles within the PQC. 3. Items already captured on other reports can be referenced or attached to quarterly report.	Quarterly; last quarter will be Annual Report (December 17, 2021; March 18, 2022; June 17, 2022; August 12, 2022)	$48,162.00	$192,648.00
9. Performing Agency will submit semi-annual reports to provide Receiving Agency status, expenditures and summary of activities.				
9.1 TexasAIM	Supportive activities to assist Receiving Agency in the implementation of TexasAIM. Report to include status, expenditures, and summary of activities.	Semi-annual (October 29, 2021 and April 29, 2022)	$244,475.00	$488,950.00

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Total				
				$1,608,382.00

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TEXAS
Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Governmental Entity

Version 3.2

Published and Effective - May 2020

Responsible Office: Chief Counsel

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

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

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Contract.

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

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

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Contract takes effect.

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

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"HHSC" means the Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

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

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

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

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

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"Parties" means the System Agency and Performing Agency, collectively.

"Party" means either the System Agency or Performing Agency, individually.

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

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

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

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

"Solicitation Response" means Performing Agency's full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

"State Agency" means a Texas "Agency" as defined under Texas Government Code, Chapter 771.

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

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' state travel laws, rules, and policies.

"System Agency" means HHSC or DSHS, as applicable.

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

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

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

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

1.2 INTERPRETIVE PROVISIONS

A. The meanings of defined terms include the singular and plural forms.

B. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a

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whole and not to any particular provision, section, attachment, or schedule of this Contract unless otherwise specified.

C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute, rule, or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, or supplementing the statute or regulation.

D. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.

E. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.

F. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.

G. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."

H. Time is of the essence in this Contract.

ARTICLE II. PAYMENT PROVISIONS

2.1 PAYMENT

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

2.2 ANCILLARY AND TRAVEL EXPENSES

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

B. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller of Public Accounts' *Textravel* accessible at the Texas Comptroller of Public Accounts website.

2.3 NO QUANTITY GUARANTEES

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

2.4 TAXES

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

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ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

The Contract is subject to termination or cancellation, without penalty to the System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Performing Agency's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Performing Agency for any damages that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBT AND DELINQUENCIES

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

3.4 REFUNDS AND OVERPAYMENTS

A . At its sole discretion, the System Agency may:

i. withhold all or part of any payments to Performing Agency to offset overpayments, unallowable or ineligible costs made to the Performing Agency, or if any required financial status report(s) is not submitted by the due date(s); or,

ii. require Performing Agency to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.

B. "Overpayments," as used in this Section, include payments:

i. made by the System Agency that exceed the maximum allowable rates;

ii. that are not allowed under applicable laws, rules, or regulations; or,

iii. that are otherwise inconsistent with this Contract, including any unapproved expenditures. Performing Agency understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Performing Agency further understands and agrees that reimbursement of such disallowed costs shall be paid by Performing Agency from funds which were not provided or otherwise made available to Performing Agency under this Contract.

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ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.1 WARRANTY

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

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

4.2 CONTRACT AFFIRMATIONS

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

4.3 FEDERAL ASSURANCES

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

4.4 FEDERAL CERTIFICATIONS

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

ARTICLE V. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF WORK PRODUCT

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

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transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.

C. Performing Agency agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.

D. In the event that Performing Agency has any rights in and to the Work Product that cannot be assigned to System Agency, Performing Agency hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Performing Agency. Performing Agency shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

5.2 PERFORMING AGENCY'S PRE-EXISTING WORKS

A. To the extent that Performing Agency incorporates into the Work Product any works of Performing Agency that were created by Performing Agency or that Performing Agency acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Performing Agency retains ownership of such Incorporated Pre-existing Works.

B. Performing Agency hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

C. Performing Agency represents, warrants, and covenants to System Agency that Performing Agency has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

5.3 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Performing Agency, Performing Agency hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business purposes only,

   i. to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and

   ii. to authorize others to do any or all of the foregoing.

B. Performing Agency shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Performing Agency shall

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

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

5.4 Agreements With Employees and Subcontractors

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

5.5 Delivery Upon Termination or Expiration

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

5.6 Survival

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

5.7 System Agency Data

A. As between the Parties, all data and information acquired, accessed, or made available to Performing Agency by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Performing Agency in the course of providing data processing services in connection with Performing Agency's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.

B. Performing Agency has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Performing Agency to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.

C. For the avoidance of doubt, Performing Agency is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.

D. Performing Agency shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.

E. Furthermore, the proprietary nature of Performing Agency's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Performing Agency's performance of its obligations hereunder.

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ARTICLE VI. PROPERTY

6.1 USE OF STATE PROPERTY

A. Performing Agency is prohibited from using State Property for any purpose other than performing services authorized under the Contract.

B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.

C. Performing Agency shall not remove State Property from the continental United States. In addition, Performing Agency may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.

D. Performing Agency shall not perform any maintenance services on State Property unless the Contract expressly authorizes such services.

E. During the time that State Property is in the possession of Performing Agency, Performing Agency shall be responsible for:

   i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and

   ii. all charges attributable to Performing Agency's use of State Property that exceeds the Contract scope. Performing Agency shall fully reimburse such charges to System Agency within ten (10) calendar days of Performing Agency's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

6.2 DAMAGE TO GOVERNMENT PROPERTY

A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Performing Agency or Performing Agency's employees, agents, Subcontractors, and suppliers, Performing Agency shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.

B. Performing Agency shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Performing Agency shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Performing Agency's receipt of System Agency's notice of amount due.

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

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

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ARTICLE VII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

7.1 RECORD MAINTENANCE AND RETENTION

A. Performing Agency shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

B. Performing Agency shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Performing Agency for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

7.2 AGENCY'S RIGHT TO AUDIT

A. Performing Agency shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Performing Agency pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.

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

C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Performing Agency shall produce original documents related to this Contract.

D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

E. Performing Agency shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

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7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

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

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

7.4 STATE AUDITOR'S RIGHT TO AUDIT

A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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

7.5 CONFIDENTIALITY

Performing Agency shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency Data, System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract. The obligations of Performing Agency under this section will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Performing Agency.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

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

i. suspending all or part of the Contract;
ii. requiring the Performing Agency to take specific actions in order to remain in compliance with the Contract;
iii. recouping payments made by the System Agency to the Performing Agency found to be in error;

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iv. suspending, limiting, or placing conditions on the Performing Agency's continued performance of Work; or

v. imposing any other remedies, sanctions, or penalties authorized under this Contract or permitted by federal or state law.

8.2 TERMINATION FOR CONVENIENCE

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

8.3 TERMINATION FOR CAUSE

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

i. Material Breach

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

ii. Failure to Maintain Financial Viability

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

8.4 PERFORMING AGENCY RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

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

ARTICLE IX. GENERAL PROVISIONS

9.1 AMENDMENT

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

9.2 INSURANCE

A. Unless otherwise specified in this Contract, Performing Agency shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper

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

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

9.3 LIMITATION ON AUTHORITY

A. The authority granted to Performing Agency by the System Agency is limited to the terms of the Contract.

B. Performing Agency shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Performing Agency may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.

C. Performing Agency may not rely upon implied authority and is not granted authority under the Contract to:

i. Make public policy on behalf of the System Agency;

ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or

iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Performing Agency, the Performing Agency shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

9.4 LEGAL OBLIGATIONS

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

9.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

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

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

9.6 E-VERIFY PROGRAM

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

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

9.7 PERMITTING AND LICENSURE

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

9.8 SUBCONTRACTORS

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

9.9 INDEPENDENT PERFORMING AGENCY

Performing Agency and Performing Agency's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Performing Agency nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Performing Agency shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Performing Agency and System Agency.

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9.10 GOVERNING LAW AND VENUE

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

9.11 SEVERABILITY

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

9.12 SURVIVABILITY

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

9.13 FORCE MAJEURE

Neither Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.14 DISPUTE RESOLUTION

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

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

9.15 NO IMPLIED WAIVER OF PROVISIONS

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

9.16 MEDIA RELEASES

A. Performing Agency shall not use System Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Performing Agency is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
B. Performing Agency may publish, at its sole expense, results of Performing Agency performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.17 NO MARKETING ACTIVITIES

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

9.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

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

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9.19 SOVEREIGN IMMUNITY

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

9.20 ENTIRE CONTRACT AND MODIFICATION

This Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

9.21 COUNTERPARTS

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

9.22 CIVIL RIGHTS

A. Performing Agency shall comply with all applicable state and federal anti-discrimination laws, including:
   i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, *et seq.*);
   ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*);
   iv. Age Discrimination Act of 1975 (42 U.S.C. §6101, *et seq.*);
   v. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*);
   vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011, *et seq.*); and
   vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

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

C. Performing Agency shall comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Performing Agency from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Performing Agency to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Performing Agency shall take

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

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

E. Performing Agency shall comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 28 CFR Subpart G § 42.503, and Americans with Disabilities Act of 1990 and its implementing regulations at 28 CFR Subpart B §35.130 which includes requiring Performing Agency to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the Performing Agency can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.

F. Performing Agency shall comply with federal regulations regarding equal treatment for faith-based organizations under 45 C.F.R. Part 87 or 7 C.F.R. Part 16, as applicable. Performing Agency shall not discriminate against clients or prospective clients on the basis of religion or religious belief, and shall provide written notice to beneficiaries of their rights.

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

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

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

9.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

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

9.24 DISCLOSURE OF LITIGATION

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

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

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

9.25 NO THIRD-PARTY BENEFICIARIES

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

9.26 BINDING EFFECT

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

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ATTACHMENT D
INTERAGENCY & INTERLOCAL SUPPLEMENTAL & SPECIAL CONDITIONS

SUPPLEMENTAL CONDITIONS

Supplemental Conditions provided for in Attachment G, UT Systems Supplemental Conditions, for this Contract apply to this Contract and modify this Contract's HHS Uniform Terms and Conditions.

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION

Performing Agency shall notify their assigned contract manager if Performing Agency has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

SECTION 1.02 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

a. Performing Agency shall immediately report in writing to their contract manager when Performing Agency has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:

    1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
    2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

b. Performing Agency shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

SECTION 1.03 PERFORMING AGENCY'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Performing Agency shall notify in writing their contract manager assigned within ten days of any change to the Performing Agency's Contact Person or Key Personnel.

SECTION 1.04 DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, man- made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Performing Agency may be called upon to assist the

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System Agency in providing the following services:

a. Community evacuation;
b. Health and medical assistance;
c. Assessment of health and medical needs;
d. Health surveillance;
e. Medical care personnel;
f. Health and medical equipment and supplies;
g. Patient evacuation;
h. In-hospital care and hospital facility status;
i. Food, drug and medical device safety;
j. Worker health and safety;
k. Mental health and substance abuse;
l. Public health information;
m. Vector control and veterinary services; and
n. Victim identification and mortuary services.

SECTION 1.05 NOTICE OF A LICENSE ACTION

Performing Agency shall notify their contract manager of any action impacting its license to provide services under this Contract within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the license action; and
d. License or case reference number.

SECTION 1.06 INTERIM EXTENSION AMENDMENT

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
b. The System Agency shall provide written notice of interim extension amendment to the Performing Agency under one of the following circumstances:

    1. Continue provision of services in response to a disaster declared by the governor; or
    2. To ensure that services are provided to clients without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
d. Performing Agency will provide and invoice for services in the same manner that is stated in the Contract.
e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

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HEALTH AND HUMAN SERVICES
CONTRACT NO. HHS001001300001
Attachment E CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

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. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS 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. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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5. Assignment

A. Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

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, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

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.

10. Financial Participation Prohibited

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.

11. Prior Disaster Relief Contract Violation

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

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

12. Child Support Obligation

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.

13. Suspension and Debarment

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.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

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.

16. Executive Head of a State Agency

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.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

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18. Franchise Tax Status

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.

19. Debts and Delinquencies

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.

20. Lobbying Prohibition

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).

21. Buy Texas

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.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

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.

24. Television Equipment Recycling Program

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.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
B. 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.

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26. Restricted Employment for Certain State Personnel

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.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency 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.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184

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- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

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.

30. Legal and Regulatory Actions

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 System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency'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 System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

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31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings**.**

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

34. E-Verify

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:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.

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36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX, Section 6.25.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 of the Texas Government Code.

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39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract or funding pursuant to 2 CFR 200.216.

40. False Representation

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.

41. False Statements

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.

42. Permits and License

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.

43. Drug-Free Workplace

Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §701 et seq.) and maintain a drug-free work environment.

44. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

45. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

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46. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document 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:

The University of Texas Health Science Center at Tyler
Legal Name of Contractor
See above
Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')
Smith
Texas County(s) for Assumed Business Name (d/b/a or 'doing business as') **Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed**

DocuSigned by: Michael Whitman **Signature of Authorized Representative**	April 28, 2021 **Date Signed**
Michael Whitman **Printed Name of Authorized Representative** **First, Middle Name or Initial, and Last Name**	Director, Office of Sponsored Programs **Title of Authorized Representative**
Michael Whitman **Physical Street Address**	Tyler, TX 75708-3154 **City, State, Zip Code**
11937 US Highway 271 **Mailing Address, if different**	Tyler, TX 75708-3154 **City, State, Zip Code**
903-877-7392 **Phone Number**	**Fax Number**
Michael.Whitman@uthct.edu **Email Address**	80-077-2337 **DUNS Number**
Michael.whitman@uthct.edu **Federal Employer Identification Number**	37857857850-005 **Texas Payee ID No. – 11 digits**
N/A **Texas Franchise Tax Number**	N/A **Texas Secretary of State Filing Number**

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ATTACHMENT F

TEXAS
Health and Human Services

Health and Human Services (HHS)
Additional Provisions
Version 1.0
Effective: November 7, 2019

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ADDITIONAL PROVISIONS

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Contract. Capitalized items used in these Additional Provisons and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions.

1. HHSC APPROVAL OF STAFFING

A. Contractor shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them. The Contractor shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Contract. The Contractor shall be responsible to HHSC for the acts and omissions of the Contractor's employees, agents (including, but not limited to, lobbyists) and Subcontractors and the Contractor shall enforce strict discipline among the Contractor's employees, agents (including, but not limited to, lobbyists) and Subcontractors performing the services under the Contract.

B. Any person employed by the Contractor shall, at the written request of HHSC, and within HHSC's sole discretion, be removed immediately by the Contractor from work relating to the Contract.

2. TURNOVER PLAN

HHSC, in its sole discretion, may require Contractor to develop and submit a Turnover Plan at any time during the term of the Contract. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describe Contractor's policies and procedures that will ensure:

i. The least disruption in the delivery of the Work during Turnover to HHSC or its designee; and

ii. Full cooperation with HHSC or its designee in transferring the Work and the obligations of the Contract.

3. TURNOVER ASSISTANCE

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the Work and the obligations of the Contract to another vendor or to perform the Work by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

4. DISCOUNTS

If Contractor at any time during the term of the Contract provides a discount on the final contract costs, Contractor will notify HHSC in writing at least ten (10) calendar days prior to the effective date of the discount. HHSC will generate a Purchase Order Change Notice and send a revised Purchase Order to Contractor.

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5. ELECTRICAL ITEMS

All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

6. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

A. Contractor shall immediately report in writing to its assigned HHSC contract manager when Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Contractor, or their agent, employee, subcontractor or volunteer who is providing services under this Contract has:
   i. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
   ii. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

B. Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

7. NOTICE OF IRS OR TWC INSOLVENCY

Contractor shall notify in writing its assigned HHSC contract manager of any insolvency, incapacity or outstanding unpaid obligations of Contractor owed to the Internal Revenue Service or the State of Texas, or any agency or political subdivision of the State of Texas within five days of the date of Contractor's becoming aware of such.

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ATTACHMENT G
UT SYSTEM SUPPLEMENTAL CONDITIONS TO GOVERNMENTAL ENTITY UTCs

The HHS Uniform Terms and Conditions - Governmental Entity are revised as follows:

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

ARTICLE V. INTELLECTUAL PROPERTY

A. 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.

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. 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 8.2, Termination for Convenience, is deleted in its entirety and replaced with the following:

"8.2 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 9.2 Insurance, is deleted in its entirety and replaced with the following:

"9.2 Insurance

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."