

**INTERAGENCY COOPERATION CONTRACT
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS001267400001**

THE HEALTH AND HUMAN SERVICES COMMISSION (“System Agency”), a pass-through entity, and THE UNIVERSITY OF TEXAS HEALTH CENTER AT HOUSTON, State Agency Number 744 (“Performing Agency” or “Grantee”), each a “Party” and collectively the “Parties,” enter into the following contract for Supplemental Nutrition Application Program Education (“SNAP-Ed”) services (the “Contract”) pursuant to the provisions of “The Interagency Cooperation Act,” Chapter 771 of the Texas Government Code.

I. CONTRACT REPRESENTATIVES

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

System Agency

Name: Health & Human Services
Commission: Brenda Tharp
Address: Access and Eligibility Services,
909 West 45th Street, Bldg. 2

City and Zip: Austin, Texas 78751
Contact Person: Brenda Tharp
Telephone: 512-206-5022
Fax number: 512-206-5077
E-Mail Address:
AES_contracts@hhsc.state.tx.us
Agency Number: 529

Performing Agency

Name: UT Health Science Center at Houston:
Valerie Bomben
Address: One West University Blvd,
UT School of Public Health Bldg., Rm
S1.330
City and Zip: Brownsville, Texas 78520
Contact Person: Valerie Bomben
Telephone: 713-500-3999
Fax number: 956-755-0606
E-Mail Address: preaward@uth.tmc.edu
Agency Number: 744

II. STATEMENT OF SERVICES TO BE PROVIDED

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

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and terminates on September 30, 2023 unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions. Any renewal will be effective only by written amendment executed by the Parties.

IV. AMENDMENT

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

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract shall not exceed **ONE MILLION THREE HUNDRED NINE THOUSAND SIX HUNDRED FIVE DOLLARS (\$1,309,605)**, as provided for in **Attachment B – Budget.**

VI. BASIS FOR CALCULATING REIMBURSABLE COSTS

System Agency shall reimburse Performing Agency consistent with the budgetary itemizations in Attachment B and Chapter 771 of the Texas Government Code.

VII. LEGAL NOTICES

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

System Agency

Health and Human Services Commission
4601 W. Guadalupe Street
Austin, Texas 78751-6500
Attention: Karen Ray, Chief Counsel

Performing Agency

The University of Texas Health Science Center at Houston
Sponsored Projects Administration
7000 Fannin, UCT#1006
Houston, Texas 77030

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.

VIII. 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.

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

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

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS001267400001

RECEIVING AGENCY

DocuSigned by:

00A85E643959459...


Signature

Wayne Salter
Printed Name

Deputy Executive Commissioner
Title

September 15, 2022
Date

PERFORMING AGENCY

DocuSigned by:

27A012041C2242A...

Signature

Valerie Bomben
Printed Name

Director, Sponsored Contracts
Title

September 12, 2022
Date

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS001267400001 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A – STATEMENT OF WORK

ATTACHMENT B – BUDGET

ATTACHMENT C – UNIFORM TERMS AND CONDITIONS –GOVERNMENTAL ENTITY V. 3.2

ATTACHMENT D – UT SYSTEM SUPPLEMENTAL CONDITIONS TO HHS UNIFORM TERMS AND CONDITIONS – GOVERNMENTAL ENTITY

ATTACHMENT E – UT SYSTEM DATA USE AGREEMENT

ATTACHMENT F – FEDERAL ASSURANCES AND CERTIFICATIONS

Attachment A
Statement of Work

1. Overview

- A. The Texas Health and Human Services Commission (“HHSC”) seeks to provide behaviorally focused, evidence-based nutrition education and obesity prevention interventions or projects to the Texas Supplemental Nutrition Application Program Education (“SNAP-Ed”) Target Audience. Intervention strategies must align with Dietary Guidelines for Americans 2020-2025 and annual SNAP-Ed Plan Guidance. The goal is to improve the likelihood that SNAP participants will make healthy food choices, choose physically active lifestyles, and implement nutrition education and obesity prevention programs. Grants awarded to provide SNAP-ED interventions are intended to provide evidence-based nutrition education and obesity prevention activities as authorized by *Human Resources Code*, Title 2, Subtitle C, Chapter 33, Nutritional Assistance Program.
- B. This Statement of Work explains the following:
- I. Applicable federal, state, and HHSC requirements with which the Grantee is required to comply;
 - II. Standards of conduct applicable to Grantee;
 - III. HHSC performance measures and expectations for Grantee;
 - IV. The limitations on grant fund expenditures to authorized services; and
 - V. Financial and program monitoring requirements to ensure that Grantee’s expenditures do not exceed the grant amount awarded by contract, subject to available funding, or the availability of funding.

2. Contract Requirements

- A. Grantee must provide evidence-based services to the Texas SNAP-Ed target audience: individuals participating in SNAP, individuals who qualify to receive SNAP benefits or other means-tested Federal assistance programs, such as Medicaid or Temporary Assistance for Needy Families (“TANF”), and individuals residing in communities meeting the general low-income standard (collectively, the “SNAP-Ed Target Audience”). The general low-income standard is defined as 50% or more of persons have household incomes of less than or equal to 185% of the Federal Poverty Level (“FPL”).
- B. Grantee must use one or more of the following measures to identify the SNAP-Ed Target Audience:
- I. Income based (Social Security Income (SSI), Women, Infants, and Children (WIC), TANF));
 - II. Location-based (food banks, food pantries, soup kitchens, public housing, SNAP/TANF job readiness program sites);

- III. Locations serving low-income populations where at least 50% of persons are at or below 185% of the FPL (persons residing in the area, schools or childcare centers located at census track areas or low-income defined areas, and schools where at least 50% of the children receive free and reduced-price meals); and
 - IV. Retail locations serving low-income populations (grocery stores who redeem \$50,000 or more of SNAP benefits, grocery stores in census tracts where at least 50% or more persons are at or below 185% of the FPL). For example, a store may redeem a monthly average of \$50,000 in SNAP-benefits in a low-income defined area. If the store does not average \$50,000 or more, the store could demonstrate that it serves a majority of SNAP low-income population compared to overall sales or show that it is the only grocery store in the entire low-income defined community serving the target population.
- C. Grantee will submit for approval detailed approaches, processes, plans and strategies in their work plan for each project.
- D. Grantee will provide specific information on how the venues, service areas, or communities for priority project(s) are reaching the SNAP-Ed Target Audience and has certified audience meets the general low-income standard.
- E. Grantee will meet the overall objectives and goals of SNAP-Ed by implementing the evidence-based nutrition education and obesity prevention activities through Approach One and at least one additional approach as defined below.
- I. Approach One: Individual or group-based direct nutrition education, health promotion, and intervention approaches.
 - a. Activities conducted at the individual level are a direct education delivery approach in SNAP-Ed.
 - b. The direct nutrition education and physical activity interventions implemented should incorporate features that have shown to be effective, such as:
 - i. Behaviorally-focused strategies;
 - ii. Culturally relevant/appropriate motivators and reinforcements;
 - iii. Multiple channels of communication to convey messages;
 - iv. Approaches that allow for active personal engagement; and
 - v. Intensity and duration that provide opportunities to reinforce behaviors.
 - c. This intervention approach must be combined with interventions and strategies from Approaches Two and/or Three.
 - II. Approach Two: Comprehensive, multi-level Policy, Systems, and Environmental (“PSE”) projects consistent with annual **SNAP-Ed Plan Guidance**.
 - a. Interventions may address several or all elements of the socioecological model (“SEM”) as found in annual **SNAP-Ed Plan Guidance** and may target the individual, the interpersonal (family, friends, etc.), organizational (workplace, school, etc.), community (food retailers, food deserts, etc.), and public policy or societal (local laws, social norms, etc.) levels.

- b. A key tenet of multi-level interventions is that they reach the target audience at more than one level of the SEM and that the interventions mutually reinforce each other. Multi-level interventions generally are thought of as having three or more levels of influence.

III. **Approach Three: Community-based PSE projects consistent with annual SNAP-Ed Plan Guidance.**

- a. Efforts that impact a large segment of the population, rather than targeting the individual or a small group; and
- b. According to the Center for Disease Control (“CDC”), public health interventions are community-focused, population-based interventions aimed at preventing a disease/condition or limiting death/disability from a disease/condition.

G. Grantee must use evidence-based intervention strategies in the performance of this Contract. For purposes of this Contract, “evidence-based interventions” consist of research-based, practice-based, or emerging strategies as detailed below:

- I. Research-based approaches are based upon relevant, rigorous nutrition and public health nutrition research including systematically reviewed scientific evidence, and other published studies and evaluation reports that demonstrate significant effects on individual behaviors, food/physical activity environments, or policies across multiple populations, settings, or locales.
- II. Practice-based approaches are based upon published or unpublished evaluation reports and case studies by practitioners working in the field that have shown positive effects on individual behaviors, food/physical activity environments, or policies.
- III. Emerging strategies include community or practitioner-driven activities that have the potential for obesity prevention but have not yet been formally evaluated for obesity prevention outcomes. Evaluation indices may reflect cultural or community-informed measures of success. Emerging strategies or interventions require a justification for a novel approach and must be evaluated for effectiveness.

H. Grantee will support two or more of the five state goals:

- I. Implement health promotion activities to help the SNAP-Ed Target Audience establish healthy eating habits and a physically active lifestyle.
- II. Reduce risk factors for chronic diseases such as obesity, type 2 diabetes, and cardiovascular disease among the SNAP-Ed Target Audience.
- III. Increase partnership collaboration of nutrition, physical activity, and wellness education across the state.

- IV. Increase consumption of fruits, vegetables, and other foods that comprise a healthy diet among the SNAP-Ed Target Audience.
- V. Increase ongoing physical activity among the SNAP-Ed Target Audience in accordance with **Physical Activity Guidelines 2nd Edition.**

3. Priority Projects.

Grantee must choose one or more of the following Priority Projects:

- A. **Schools and/or Communities Priority Project.** Evidence-based projects/programs delivered in partnership with community-based organizations and/or low-income public schools. The project must consist of one or more of the following:
 - I. Improving the health of the school environment and/or low-income communities through policy changes, systems changes, environmental changes, nutrition or physical activity curriculum and/or technology developed specifically for the SNAP-Ed Target Audience.
 - II. Engaging in partnerships within the community to implement a multi-faceted, interactive nutrition model that aims to improve the health and well-being of the entire family.
 - III. Promoting and measuring positive behavior changes in nutrition, including but not limited to:
 - a. Measurably increasing the consumption of fruits and vegetables;
 - b. Increasing physical activity and reducing sedentary behavior; and
 - c. Decreasing the consumption of sugary drinks and increasing the consumption of water.
- B. **Physical Activity Priority Project.** Physical Activity Priority Projects include evidence-based projects/programs that provide consistent physical activity opportunities and programs for adults or children in low-income communities. All programming such as workshops, conferences, and trainings for SNAP-Ed that encourage physical activity must include promotion of nutrition education such as healthy eating patterns. Examples of Physical Activity Priority Projects must consist of one or more of the following:
 - I. Group exercise classes provided in locations convenient for the SNAP-Ed Target Audience;
 - II. Opportunities for physical activity offered in both English and Spanish to meet the needs of eligible participants;

- III. Partnerships with schools and/or community-based groups to increase physical activity before and after school;
- IV. Activities to encourage physical activity every day by promoting active living and connecting people with community-based resources funded by other appropriate entities; and
- V. Improving the health of the SNAP-Ed Target Audience through policy changes, systems changes, and environmental changes, that promote and support physical activity.

4. Location of Services

Grantees must outline where venues for SNAP-Ed services will be provided and how the venues, service areas, or communities will reach the SNAP-Ed Target Audience and/or if the audience meets the general low-income standard. Such information must be included in Contractor's periodic performance reports.

5. Attendance Requirement

All Grantee programs and services must be at no cost to the participant. Services shall be provided in accordance with the specifications contained and in compliance with the Contract.

6. Project Funding

HHSC SNAP-Ed program is federally funded by the United States Department of Agriculture ("USDA") Food and Nutrition Service ("FNS"). Allowable expenditures are defined in the annual **SNAP-Ed Plan Guidance**. HHSC will make payment for SNAP-Ed services on a cost reimbursement basis. Those costs that are recorded as direct and indirect that, at the time of the request for reimbursement, Grantee paid by cash, check, or other form of actual payment for items or services purchased directly for the Contract shall be requested by Grantee for reimbursement. HHSC will reimburse administrative and program costs allowable under Code of Federal Regulations (C.F.R.) Title 2, Subtitle A, Chapter II-Part 200.405, Allocable Costs, and the annual **SNAP-Ed Plan Guidance**, that are reasonable and necessary to operate approved nutrition education activities. Grantee must provide assurances that Grantee's cost of activities is not funded from another federal source. In addition, HHSC does not provide start-up funding or issue advance payments.

7. Evaluation Requirements

- A. Grantee is required to use surveys developed by Texas' SNAP-Ed evaluation team (the "Evaluation Team") for all SNAP-Ed supported programming to fulfill the Outcome Evaluation Plan for Texas. Alternatively, Grantee is required to incorporate survey questions developed by the Evaluation Team into pre-existing surveys to fulfill the Outcome Evaluation Plan for Texas.

- B. If Grantee is unable to utilize the state's survey questions for all SNAP-Ed supported programming, the following options are available to reach the minimum number of required surveys:
- I. Surveys must be implemented at enough sites to meet the minimum survey requirements outlined below.
 - II. Surveys must be implemented for enough curricula to meet the minimum survey requirements.
 - III. Surveys must be implemented for all direct education.
 - IV. The minimum requirement for number of matched survey pairs (pre- and post-) using the previously mentioned questions is as follows:
 - a. If reach is <500 across all adult programs, obtain 100 surveys from those adult programs.
 - b. If reach is 500-5,000 across all adult programs, survey 10% of adult participants.
 - c. If reach is >5,000 across all adult programs, survey 10% of adult participants or 1,000 participants, whichever is smaller.
 - d. If reach is <500 across all child programs, obtain 100 surveys from those child programs.
 - e. If reach is 500-5,000 across all child programs, survey 10% of child participants.
 - f. If reach is >5,000 across all child programs, survey 10% of child participants or 1,000 participants, whichever is smaller.
- C. Grantee must utilize the Program Evaluation and Reporting System ("PEARS") for all evaluation survey data collection and/or entry for their SNAP-Ed supported programming. If Grantee is unable to utilize PEARS for evaluation purposes, Grantee must submit an MS Excel spreadsheet with survey data to the Evaluation Team in the format requested by the Evaluation Team. This does not exclude Grantee from meeting the minimum survey requirements outlined above.

8. Reports

- A. Grantee is required to provide periodic performance reports detailing Grantee's activities and outcomes. Grantee will be required to submit a summary of activities including, not limited to:
- I. General observations about the SNAP-Ed program, including any updated nutrition education materials, program needs, program barriers identified, and updated office materials for class instruction;
 - II. Geographical areas reached/primary sites targeted for SNAP-Ed;
 - III. Nutrition education and obesity prevention methods;

- IV. Nutrition education and obesity prevention topics and core elements;
- V. Evaluation tools and expected program outcomes; and
- VI. Other reports as defined by HHSC in its sole discretion.

Grantee Required Reports	Submission Timeline
SNAP-Ed Project Activities and Outcomes Report	Monthly—by the 30th calendar day following the previous month of service
Quarterly Education and Administrative Reporting System (EARS) Report	Quarterly—by the 30th calendar day following the previous quarter of service
Annual Education and Administrative Reporting System (EARS) Report	Annually—by October 30 th of each Operational Year
SNAP-Ed Implementing Agency Annual Report Summary	Annually—by October 30 th of each Operational Year
SNAP-Ed Implementing Agency State Plan Report including Project Description, Budget, and Staffing Information	Annually—by March 30 th of each Operational Year

Note: Grantee must submit reports to HHSC in an electronic format such as Word, PDF, or Excel.

- B. Ongoing SNAP-Ed Implementing Agency State Plan Report updates and changes shall be submitted to HHSC for approval at least 150 calendar days before a change becomes effective.

9. Formal Communication

- A. Grantee must establish formal communication with HHSC for receipt and response to requests for information, work products, deliverables, updates and other required correspondence related to performance of Contract requirements. HHSC will issue State Action Requests (“SARs”) to Grantee following established procedures and timelines. Grantee must issue Vendor Action Requests (“VARs”) to HHSC following established procedures and timelines, inclusive of the submission of Contract deliverables and KPRs. Grantee’s response will describe how Grantee must establish and manage formal communication with HHSC.
- B. In addition to the requirements stated above, Grantee must:
 - I. Submit complete and accurate responses to any SARs or VARs no later than 10 calendar days after Grantee’s receipt of the request unless a specific date is specified in the request.
 - II. Submit a written request for extension of a SAR or VAR response deadline that specifies the estimated date of completion and reasons for the extension no later than three calendar days after Grantee receives the SAR or VAR response.
 - III. Grantee must provide ad hoc reports and respond to legislative inquiries and other high priority requests within 36 hours from the time of the request or by

the date specified by HHSC for data or reports that already exist and are produced.

- IV. If Grantee is late in responding, or does not provide adequate information as determined by HHSC, HHSC may assess non-compliance remedies.

10. Contract Plans & Deliverables

A. General

- I. Grantee must provide tangible, measurable, verifiable work products to HHSC to ensure quality services are delivered timely, accurately and efficiently.
- II. Deliverables are documents, processes, reports, plans and other products that are created by Grantee and delivered to HHSC while performing its obligations under the Contract.
- III. The deliverables reporting process must ensure that necessary and appropriate information and data is timely, consistent and an accurate reflection of operations and performance. As such, the reports, plans, processes, and documents must be objective, clearly written and accurate so that they can be relied upon by HHSC in making decisions that relate to operations, policy and performance, and to Grantee's compliance with its obligations under the Contract.
- IV. HHSC defines the content, acceptance criteria, and format of the deliverables, and will work with Grantee to clarify HHSC expectations. Each deliverable must meet the acceptance criteria for that deliverable as of the initial due date of its submission. Each deliverable that does not meet the applicable acceptance criteria upon submission will be considered noncompliant and will be treated as a late submission for purposes of any applicable service level agreements or performance requirements. The deliverable will continue to be regarded as late until an acceptable deliverable is re-submitted by the Grantee. HHSC may choose to exercise any remedies it may have in connection with the late submission of the deliverable. HHSC may review or require modifications to the deliverables at its discretion.

HHSC reserves the right to waive the review and approval of Grantee work products. HHSC approval of Grantee's work product will not relieve Grantee of liability for errors and omissions in the work product.

B. [Reserved]

C. Quality Management Plan

- I. Grantee will submit, implement, and maintain an approved Quality Management Plan, which includes an overall approach for a comprehensive, continuous, and

measurable quality management program. A plan shall be submitted annually within 30 business days prior to the end of each Operational Year. Each “Operational Year” will follow the Federal fiscal year (October 1-September 30).

- II. The Quality Management Plan must include, but is not limited to, the following:
- A. Strategies and processes to promote quality;
 - B. Procedures to periodically measure and report performance to HHSC through the Contract; and
 - C. A requirement that Grantee shall supply to HHSC copies of all internal quality assurance audit reports when developed or received by Grantee.

D. Transition Plan

- I. Grantee will develop and maintain a comprehensive Transition Plan to be **submitted within 10 business days after the operational start date of October 1, 2022 (the “Operational Start Date”)**, which explains how Grantee ensures service gaps do not exist for current SNAP-Ed Services consumers (includes, but is not limited to, the transfer of consumer records). Ongoing plan updates and changes shall be submitted to HHSC for approval at least 30 business days before a change becomes effective.
- II. Grantee is the lead in, and responsible for, coordinating and facilitating all transition activities with the incoming grantee (the “Transition Phase”). HHSC and Grantee will work together throughout the Transition Phase to establish a detailed schedule for all activities and define expectations for the content and format of the award transition deliverables.
- III. **The Transition Plan shall be submitted within 10 business days after the Operational Start Date.**
- IV. The Transition Plan shall include the following:
 - a. Identification, management, and mitigation of risks related to readiness for operations assumption;
 - b. Comprehensive and detailed step-by-step actions for successful transition of current operations from Grantee to an awarded incoming grantee;
 - c. Activities Grantee shall conduct between the Effective Date and the Operational Start Date to ensure continuation of current services to current SNAP-Ed Services to consumers;
 - d. Grantee's roles and responsibilities; and
 - e. Detailed schedule of continued business operations for all transition functions and requirements.

E. [Reserved]

F. Staff Development Plan

- I. Grantee must ensure staff meet specific qualifications for the SNAP-Ed functions and will conduct ongoing training to develop and enhance staff capacity. Grantee must maintain adequate personnel documentation in accordance with standard human resources best practices. **Grantee will submit a Staff Development Plan within 30 business days after the Operational Start Date.** The Staff Development Plan ensures that training and continuing education opportunities for Grantee's SNAP-Ed staff that will lead to expanded professional capacity and in-depth expertise. On-going Staff Development Plan updates and changes shall be submitted to HHSC by Grantee for approval at least 30 business days before a change becomes effective.
- II. Grantee will train staff and ensure they are competent to provide services and determine the appropriate number of training hours required for each staff person to meet the minimum requirements of competency.
- III. Grantee's written Staff Development Plan shall include:
 - a. Total minimum number of training hours required for each staff person to meet minimum competency requirements;
 - b. Schedule for training, including number of hours for each training;
 - c. Training curriculum, including specific topics;
 - d. Training objectives;
 - e. Training method;
 - f. Names of the instructors; and
 - g. Plan to monitor and address staff performance.
- IV. Grantee will provide the following trainings to all staff prior to the staff member providing SNAP-Ed services:
 - a. Grantee's policies and procedures;
 - b. 29 United States Code §794 (relating to Nondiscrimination under Federal grants and programs);
 - c. Confidentiality of records; and
 - d. Techniques for providing nutrition education and obesity prevention services.

G. Security Incident Response Plan

- I. Grantee will develop and implement a Security Incident Response Plan that provides a coordinated approach to security incidents. The plan must contain a comprehensive approach to how Grantee will respond to a security incident or suspicion of unauthorized access. A Security Incident

Response Plan must be submitted within 20 business days after the Operational Start Date . Ongoing plan updates and changes shall be submitted to HHSC for approval at least 30 business days before a change becomes effective. The Security Incident Response Plan:

- II. A **security incident** is defined as an occurrence that actually or potentially jeopardizes confidentiality, integrity, or availability of the Grantee's information system and/or HHSC confidential information. The Security Incident Response Plan must include, but is not limited to, the following:
- a. Provides Grantee with a roadmap for implementing its incident response capability;
 - b. Describes the structure and organization of the incident response capability;
 - c. Provides a high-level approach for how the incident response capability fits into Grantee's organization;
 - d. Meets the unique requirements of Grantee's organization, which relate to mission, size, structure, and functions;
 - e. Defines reportable incidents;
 - f. Provides metrics for measuring the incident response capability within the organization;
 - g. Defines the resources and management support needed to effectively maintain an incident response capability;
 - h. Is reviewed and approved by designated officials within Grantee's organization;
 - i. Reviews the incident response plan as significant changes occur in the environment; and
 - j. Updates the incident response plan to address system organizational changes or problems encountered during plan implementation, execution, or testing.

H. Emergency Plan

- I. Grantee will develop and maintain an Emergency Plan and submit it within 40 business days after the Operational Start Date. Ongoing plan updates and changes shall be submitted to HHSC for approval at least 30 business days before a change becomes effective.
- II. Grantee shall notify HHSC of any emergencies via the SAR VAR formal communication process within one business day after the emergency. Verbal notifications must be to a live person and may not be left on voicemails.

- III. If an emergency occurs with a consumer, Grantee shall maintain the following documentation in the consumer's case file:
 - a. Date and type of emergency;
 - b. Description of the emergency;
 - c. The outcome or resolution of the emergency;
 - d. Name of any persons notified of the emergency and their relation to the consumer;
 - e. Date HHSC was notified; and
 - f. Method of notice.
- IV. Grantee will maintain a log and documentation, as outlined above for the consumer file, of emergencies for three years. The emergency log shall be made available, upon HHSC's request.

I. Disaster Recovery and Business Continuity Plan

- I. Grantee will submit, implement, and maintain a Disaster Recovery and Business Continuity Plan specific to the transition and on-going uninterrupted service delivery and operations within 50 calendar days after the Operational Start Date; and annually thereafter within 30 calendar days prior to the end of each Operational Year. Ongoing Disaster Recovery and Business Continuity Plan updates and changes shall be submitted to HHSC for approval at least 30 business days before a change becomes effective.
- II. Disaster Recovery and Business Continuity Plan must include, but is not limited to the following:
 - a. An overall approach for reestablishing operations and service delivery within 24 hours in the event of an unplanned catastrophe affecting performance of operations;
 - b. A description of potential issues that may realistically occur, including, but not limited to, instances such as natural disasters, a facility is no longer available, etc., during the operations phase of a project and an outline of courses of action to address and resolve the anticipated problems;
 - c. A description of Grantee's approach to determining disaster recovery site location, which must be located in the State of Texas. Indicate the location of the disaster recovery site and the proximity to Grantee's central site;
 - d. A description of backup and recovery procedures specifying timeframes for restoring service and whether the service restored is full or partial;

- e. Contingency plan addressing interruptions to the established training plan and outlining communication processes, short and/or long-term resolutions, action steps, and response time frames;
- f. A description of the documentation and tracking instruments that will allow HHSC to determine if performance measures are met;
- g. A proposed reporting mechanism specific to disaster recovery and contingency operations;
- h. The process for informing HHSC contacts of the initiated disaster recovery and contingency operations; and
- i. A commitment to participate in an enterprise-wide test of the disaster recovery solution annually or more frequently if required by HHSC.

J. Complaint Resolution Plan

- I. Grantee will submit a Complaint Resolution Plan within 20 business days after the Operational Start Date. Ongoing plan updates and changes shall be submitted to HHSC for approval at least 30 business days before a change becomes effective. Organizational implementation and maintenance of the complaint resolution requirements listed in this section must be included in the Complaint Resolution Plan.
- II. Grantee shall address any complaint received against the Grantee within 10 business days from receipt of complaint with the resolution or planned resolution, if complaint is unresolved, as part of sound management practices. Grantee must submit copies of the complaint report(s) to HHSC within three business days from the date of request by HHSC.
- III. Grantee shall maintain a log which includes the following documentation for each complaint received:
 - a. Date of Complaint;
 - b. Name of Complainant;
 - c. Name of the consumer, if different than complainant;
 - d. Contact information for complainant and/or consumer receiving services;
 - e. Details about the complaint;
 - f. Complaint resolution;
 - g. Name of staff involved in resolution; and
 - h. Date resolution was completed.

K. Invoicing

I. General

- a. Grantee shall invoice HHSC in accordance with the award and with the standards set forth in TAC §20.487.
- b. Unless otherwise specified in the award, Grantee shall submit an invoice monthly by the thirtieth (30th) calendar day of the month following the month in which expenses were actually incurred or services were actually provided. For purposes of this Contract, the date funds were expended or services were provided must be used to determine the date of incurrence. Grantee's internal approval of an expense does not constitute the incurrence of an expense. For example, if expenses were incurred by, or services were provided to, Grantee in the month of November, then HHSC must receive Grantee's invoice on or before December 30th to receive reimbursement, even if Grantee's standard approval process does not "approve" such expenses until January.
- c. Invoices must only include expenses that occurred in a single month. In HHSC's sole discretion, HHSC will not be required to process invoices that include expenses that appear to originate in multiple months.
- d. Grantee shall submit invoices using the official correspondence procedure by emailing to: AES.Invoices@hhsc.state.tx.us with a copy of all invoices to SNAP_ED_SAR_VAR@hhsc.state.tx.us.
- e. The nomenclature for invoice submissions shall include the invoice number and the month of service (abbreviated) (e.g., R123456 Nov.) in the subject line of the email.
- f. The invoice must include the following:
 - i. Grantee's Legal Name;
 - ii. State of Texas Vendor number or federal tax Identification number;
 - iii. Remit-to address;
 - iv. Grantee's Telephone number;
 - v. Invoice number;
 - vi. HHSC Contract Number;
 - vii. State agency name of requestor;
 - viii. Description of goods and services provided;
 - ix. Date of Service;
 - x. If a sub-Contractor(s) is required to provide SNAP-Ed documentation, an attached Explanation of Service ("EOS") for the sub-Contractor(s) services rendered;
 - xi. The name and telephone number of a person designated by the Contractor to answer questions regarding the invoice; and

- xii. Any and all supportive documentation requested by HHSC to support the services and substantiating costs incurred for the invoice provided to HHSC.
- g. For all invoices Grantee must certify that payments requested are in accordance with applicable Contract provisions as well as applicable laws and regulations and that the requirements of the Contract have been met.
- h. Disputed invoices will be immediately returned to Grantee no later than the 21st day after the invoice is received.
- i. HHSC may accept a partial delivery of services and an invoice for payment of the portion of the services delivered.
- j. Grantee must comply with requests from HHSC for Grantee to revise and/or resubmit an invoice or submit a supplemental invoice.

II. Costs

- a. Grantee must use the invoice template provided by HHSC to identify costs being requested from HHSC.
- b. Costs must be broken out to a degree that is sufficient for HHSC to determine (at HHSC's sole discretion) if Grantee's costs are reasonable, allowable, and necessary for the successful performance of the Contract, as indicated in Title 2, CFR, Part 200, and the Uniform Grant Management Standards ("UGMS").

III. Records and Supporting Documentation

- a. Grantee shall maintain adequate records and provide HHSC with sufficient supporting documentation as requested by HHSC to substantiate and provide clear proof of each element of an expenditure.
- b. Such supporting documentation may include, but is not limited to: invoices, receipts, payroll documentation, subrecipient or subcontractor payment information, travel reimbursement requests, operational and equipment costs, etc.
- c. All supporting documentation must be organized by funding source and clearly labeled upon submission, and equal the amounts listed in the invoice.
- d. Upon HHSC's request, Grantee will provide additional information to the degree or detail necessary (as determined by HHSC) to resolve any review, examination, inquiry, or audit by HHSC or other responsible authority.

IV. Administrative Expenditures Report

- a. Grantee must submit the Administrative Expenditures Report section of the monthly invoice along with other supporting documentation.
- b. HHSC will provide the Administrative Expenditures Report template upon Contract execution.

V. Supplemental Invoices

- a. Grantee will submit a supplemental invoice in accordance with this section or as otherwise required by HHSC.
- b. If Grantee has received reimbursement for a service month but becomes aware of additional incurred expenses that were incurred in such service month but were not included in Grantee's original invoice, Grantee must submit a supplemental invoice to HHSC by the thirtieth (30th) calendar day of month that the additional expense is discovered by Grantee. For example, if Grantee submitted an invoice and received reimbursement for the service month of November, but Grantee discovers in January that additional expenses were incurred in November but were not recorded on the original invoice, then Grantee must submit a supplemental invoice to HHSC by the thirtieth (30th) calendar day of January to receive reimbursement.
- c. The nomenclature for supplemental invoices shall include the original invoice number, month of service (abbreviated), and the abbreviation of the word supplemental (e.g., R123456 Nov. Sup.) in the subject line of the email.

VI. Final Invoice

- a. Final payment shall be based on the invoice information provided by Grantee within forty-five (45) calendar days after the termination of the Contract.
- b. This payment provision applies to final payment whether at the completion of the Contract period or in the event of early Contract termination.

L. Budget Revisions

- I. Formal budget revisions that equal 5% or more of Grantee's total budget (including reallocating funds from one subcontractor to another) require review and approval from HHSC. Please complete the budget revision form located in the financial workbook and submit to HHSC along with a VAR before requesting payment.
- II. Informal reallocation of costs totaling less than 5% of Grantee's total budget require a review notification from HHSC. Informal reallocation of costs must be submitted via a VAR outlining the details of the reallocation prior to

submitting the monthly invoice. Upon notification of reallocation, HHSC will send updated financial workbook to Grantee, and the monthly invoice can be submitted using the newly updated financial workbook.

M. [Reserved]

N. Contract Monitoring Questionnaire

Grantee must comply with all applicable cost principles, audit requirements, and administrative requirements listed under terms and conditions. The Contract Monitoring Questionnaire ("CMQ") is part of the risk evaluation process and provides detailed information regarding internal controls and other general processes important to contracting. Grantee must submit the initial CMQ within 10 business days after the Operational Start Date, and annually thereafter within 60 business days prior to the end of each Operational Year utilizing the CMQ template provided by HHSC.

O. Turnover Plan

- I. Turnover is defined as those activities that are required for the respondent to perform in order to transition contract operations to a subsequent grantee or HHSC. At the commencement and during turnover, Grantee must ensure that HHSC and the consumers do not experience any adverse impact from the transfer of services to another entity or to HHSC. A Turnover Plan shall be submitted by Grantee within 60 business days after the Operational Start Date. An Annual Operations Turnover Plan shall be submitted within 60 business days prior to the end of each Operational Year.
- II. Turnover activities may include, but are not limited to:
 - a. Transfer of information including data (if applicable); data entry or case file software (if utilized); third-party software and modifications (if utilized); documentation relating to software and interfaces; functional business process flows; and operational information pertaining to the delivery of services;
 - b. Transfer of all written (including electronic format) documentation, including, but not limited to, policies and procedures, emergency and complaint documentation, and pending or in-progress eligibility determination;
 - c. Transfer of all training schedules and materials in electronic format including, but not limited to: development methodology, curriculum materials, training class statistics, outcomes and documentation, materials in development and supporting documentation, best practice materials, all

- other training and curriculum development documentation and data related to the required training of respondent staff;
 - d. Process and components of comprehensive and complete knowledge transfer to HHSC or to another entity of all components in the Contract and the award;
 - e. The implementation of a quality assurance process to monitor turnover activities; and
 - f. Training HHSC and/or successor grantee staff in the operation of business processes and any supporting processes related to the Contract and the award.
- III. The Turnover Plan shall define the activities required through the end of the award, plus six months after the end of the Contract. Grantee is required to keep, maintain, and share any knowledge learned during the SNAP-Ed Contract term to assist in avoiding potential pitfalls during turnover and assists in successful transition to the successor grantee.
- IV. At a minimum, the Turnover Plan shall include the following:
- a. Turnover approach;
 - b. Defined tasks and subtasks for the turnover, including staffing and resource requirements;
 - c. Turnover schedule;
 - d. Current inventories, correspondence, documentation of outstanding issues, and other operations support documentation;
 - e. Staff training schedules and materials;
 - f. List of all staff employed through the respondent, including hiring documentation, credentials (if applicable) and employment and payroll records.
 - g. Statement of resource requirements that must be met by a Grantee(s) or HHSC to take over the program, including organization charts and resource requirements necessary to perform the operations of the program;
 - h. Knowledge transfer to successor grantee or HHSC; and
 - i. Any other information needed for an orderly transfer of services.
- V. Upon notification by HHSC that turnover activities are required, Grantee shall complete 100% of all turnover activities and obtain HHSC approval prior to final payment to Grantee.
- P. Contract Performance and Compliance Notification

- I. Grantee shall inform HHSC in writing within 10 business days of any condition that arises which will cause a delay in the provision of services by Grantee, which may include but are not limited to:
 - a. Problems, delays, or adverse conditions which materially impair Grantee's ability to meet the Contract objectives or timelines. This disclosure shall include a statement of:
 - i. Date of discovery;
 - ii. Duration of the problem, delay or adverse condition;
 - iii. Impacts to operations, systems, or staff;
 - iv. Root cause for the delay or adverse condition; and
 - v. Immediate corrective action taken and/or the long-term corrective action.
 - b. Legal or financial difficulties (e.g., lawsuit, IRS involvement) that involve Grantee or could affect the program.
 - c. Change in location or physical location for Contract-related work; or
 - d. Any changes in key contract personnel (Authorized Official, Primary Program contact, and Primary Fiscal contact).
- II. Please refer to **Section 12** for the full list of Deliverables.

Q. Key Performance Requirements

- I. All requirements under the Contract shall be provided at a level of quality acceptable to HHSC. The Key Performance Requirements will be used to measure the Grantee's successful performance of the services and production of deliverables. However, all areas of responsibility and all requirements in the Contract will be subject to performance evaluation by HHSC. If HHSC determines, in its sole discretion, that Grantee is failing to provide acceptable services to the SNAP-Ed Target Audience, HHSC reserves the right to invoke available remedies.
- II. Examples of such remedies include, but are not limited to:
 - a. Written corrective action plans;
 - b. Additional reporting;
 - c. Withholding/offsetting payments;
 - d. Termination or suspension of the grant; and
 - e. Any other equitable remedies as provided by Texas law.
- III. HHSC will monitor the performance of Grantee. All Contract requirements shall be provided at an acceptable quality level and in compliance with all applicable state and federal laws, statutes, and guidelines.
- IV. Please refer to **Section 11** to see a complete list of Key Performance Requirements.

R. Performance and Compliance

To ensure compliance of Grantee and compliance with the Contract, HHSC may take the following actions in the event of non-compliance with Statement of Work, Deliverables, or KPRs:

- Suspending all or part of the Contract;
- Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- Recouping payments made to the Grantee found to be in error;
- Suspending, limiting, or placing conditions on the continued performance of the Contract;
- Imposing any other remedies authorized under this Contract; and/or
- Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

S. Contract Record Retention

As indicated in **Attachment C, HHSC Uniform Terms and Conditions**, Grantee will keep and maintain under the Generally Accepted Accounting Principles (GAAP) or the Governmental Accounting Standards Boards (GASB), as applicable, full, true, and complete records necessary to fully disclose to HHSC, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven years after the termination of the Contract period or seven years after the completion of any litigation or dispute involving the Contract, whichever is later.

11. Key Performance Requirements

SNAP-Ed KPR 1	
Reporting Period	As Requested. See Page 6, Section 8.
Service/Component	Formal Communication Process
Performance Standard	Official Correspondence State Action Request (SAR) or Vendor Action Request (VAR) Response
Non-compliance Remedies	<p>The Health and Human Services Commission (HHSC) may take the following actions in the event of non-compliance or a missed Key Performance Requirement (KPR):</p> <ul style="list-style-type: none"> • Suspending all or part of the Contract; • Requiring Grantee to take specific corrective actions in order to remain in compliance with term of the Contract; • Recouping payments made to Grantee found to be in error; • Suspending, limiting, or placing conditions on the continued performance of the project; • Imposing any other remedies authorized under the Contract; and • Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.
Measurement of Noncompliance	Each calendar day for each instance of a late submission, submission being found unacceptable by HHSC, or failure to provide requested information by the due date indicated by HHSC.
Calculation/ Reporting Process	<p>HHSC determines Grantee's compliance with this KPR by comparing the submission date of the SAR or VAR Response via the formal communication process to the established due date specified by HHSC.</p> <p>All correspondence shall be sent to the HHSC SNAP-Ed SAR VAR email address at SNAP-Ed SAR VAR@hhsc.state.tx.us.</p>

SNAP-Ed KPR 2	
Reporting Period	As Requested. See Page 6, Section 8.
Service/Component	Formal Communication Process
Performance Standard	<p>Grantee shall submit complete and accurate responses to any SAR or VAR Response memos no later than 10 calendar days after the Grantee's receipt of the request or by the date specified by HHSC.</p> <p><i>Note: Grantee shall submit in writing any request for extension of a High Priority deadline no later than three hours after Grantee receives the SAR or VAR Response. The extension request must</i></p>

	<i>specify the estimated date of completion and the reasons for the requested extension.</i>
Non-compliance Remedies	<p>HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ul style="list-style-type: none"> • Suspending all or part of the Contract; • Requiring Grantee to take specific corrective actions in order to remain in compliance with term of the Contract; • Recouping payments made to the Grantee found to be in error; • Suspending, limiting, or placing conditions on the continued performance of the project; • Imposing any other remedies authorized under the Contract; and • Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.
Measurement of Noncompliance	Each calendar day for each instance of a late submission, response being found incomplete or inaccurate by HHSC, or failure to provide requested response by the due date indicated by HHSC.
Calculation/Reporting Process	<p>HHSC determines Grantee's compliance with this KPR by comparing the response date of the SAR or VAR Response from the Grantee via the formal communication process to the established due date specified by HHSC.</p> <p>All correspondence shall be sent to the HHSC SNAP-Ed SAR VAR email address at SNAP_ED_SAR_VAR@hhsc.state.tx.us.</p>

SNAP-Ed KPR 3																																				
Reporting Period	As specified by deadlines agreed upon by HHSC and Grantee.																																			
Service/Component	Methods used to identify SNAP-Ed Target Audience																																			
Performance Standard	A grantee must make every effort to ensure SNAP-Ed services are provided to the SNAP-Ed Target Audience, which is made up of SNAP recipients and low-income individuals eligible to receive SNAP benefits or other means-tested Federal assistance and individuals residing in low income communities that meet the low-income standard.																																			
Non-compliance Remedies	<p>To ensure compliance of Grantee and compliance with the Contract, HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ul style="list-style-type: none">• Suspending all or part of the Contract;• Requiring Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;• Recouping payments made to the Grantee found to be in error;• Suspending, limiting, or placing conditions on the continued performance of the Contract;• Imposing any other remedies authorized under this Contract; and• Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.																																			
Measurement of Non-compliance	<p>Each percentage point below 100%.</p> <p>Grantee must use the following measures to identify persons appropriate for the SNAP-Ed Target Audience.</p> <p>Income: Persons eligible for other means-tested Federal assistance programs such as Supplemental Security Income (SSI), the WIC Program, or TANF. Persons typically not eligible for SNAP, such as incarcerated persons, residents of nursing homes, boarders, or college/university students, are ineligible for SNAP-Ed.</p> <table><tr><th>Household Size</th><th>Gross (130%)</th><th>Net (100%)</th><th>165%*</th></tr><tr><td>1</td><td>\$1,383</td><td>\$1,064</td><td>\$1,755</td></tr><tr><td>2</td><td>\$1,868</td><td>\$1,437</td><td>\$2,371</td></tr><tr><td>3</td><td>\$2,353</td><td>\$1,810</td><td>\$2,987</td></tr><tr><td>4</td><td>\$2,839</td><td>\$2,184</td><td>\$3,603</td></tr><tr><td>5</td><td>\$3,324</td><td>\$2,557</td><td>\$4,219</td></tr><tr><td>6</td><td>\$3,809</td><td>\$2,930</td><td>\$4,835</td></tr><tr><td>7</td><td>\$4,295</td><td>\$3,304</td><td>\$5,451</td></tr></table>				Household Size	Gross (130%)	Net (100%)	165%*	1	\$1,383	\$1,064	\$1,755	2	\$1,868	\$1,437	\$2,371	3	\$2,353	\$1,810	\$2,987	4	\$2,839	\$2,184	\$3,603	5	\$3,324	\$2,557	\$4,219	6	\$3,809	\$2,930	\$4,835	7	\$4,295	\$3,304	\$5,451
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9	\$5,266	\$4,051	\$6,683														
10	\$5,752	\$4,425	\$7,299														
Each additional person	\$486	\$374	\$616														
Calculation/ Reporting Process	<p>Compliance with this KPR is determined by reviewing self-reported methodologies during programmatic monitoring conducted by HHSC.</p> <p>All correspondence shall be sent to the HHSC SNAP-Ed SAR VAR email address at SNAP-Ed_SAR_VAR@hhsc.state.tx.us.</p>																

SNAP-Ed KPR 4	
Reporting Period	
Service/Component	[Reserved]
Performance Standard	
Non-compliance Remedies	
Measurement of Non-compliance	
Calculation/ Reporting Process	

SNAP-Ed KPR 5	
Reporting Period	Quarterly
Service/Component	Reports
Performance Standard	Grantee must collect participation/reach data whether that be estimated or actual counts for 100% of projects and activities by the end of the reporting year.
Non-compliance Remedies	<p>To ensure compliance of Grantee and compliance with the Contract, HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ul style="list-style-type: none"> • Suspending all or part of the Contract; • Requiring Grantee to take specific corrective actions in order to remain in compliance with term of the Contract; • Recouping payments made to Grantee found to be in error; • Suspending, limiting, or placing conditions on the continued performance of the Contract; • Imposing any other remedies authorized under this Contract; and • Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.
Measurement of Non-compliance	Each percentage point below 100%.
Calculation/ Reporting Process	<p>Compliance with this KPR is determined by reviewing self-reported data included in the Quarterly Education and Administrative Reporting System (EARS) Report (D-02) due by the 30th calendar day following the previous quarter of services.</p> <p>All correspondence shall be sent to the HHSC SNAP-Ed SAR VAR email address at SNAP-Ed_SAR_VAR@hhsc.state.tx.us.</p>

SNAP-Ed KPR 6	
Reporting Period	Annual
Service/Component	Reports

Performance Standard	100% of the time Grantee must submit the annual Education and Administrative Reporting System (EARS) Report, SNAP-Ed Implementation Agency Annual Report Summary, and SNAP-Ed Implementing Agency State Plan Report including Project Description(s), Budget, and Staffing Information.
Non-compliance Remedies	<p>To ensure compliance of Grantee and compliance with the Contract, HHSC may take the following actions in the event of non-compliance or a missed KPR:</p> <ul style="list-style-type: none"> • Suspending all or part of the Contract; • Requiring Grantee to take specific corrective actions in order to remain in compliance with term of the Contract; • Recouping payments made to the Grantee found to be in error; • Suspending, limiting, or placing conditions on the continued performance of the Contract; • Imposing any other remedies authorized under this Contract; and • Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.
Measurement of Non-compliance	Each percentage point below 100%.
Calculation/ Reporting Process	<p>Compliance with this KPR is determined by reviewing self-reported data included in the following report:</p> <ul style="list-style-type: none"> • Annual Education and Administrative Reporting System (EARS) Report (D-03) due by October 30th of each Operational Year; • SNAP-Ed Implementing Agency Annual Report Summary (D-04) due by October 30th of each Operational Year; • SNAP-Ed Implementing Agency State Plan Report, including Project Description(s), Budget, and Staffing Information, (D-05) due by March 30th of each Operational Year and at least 150 calendar days before a change becomes effective. <p>All correspondence shall be sent to the HHSC SNAP-Ed SAR VAR email address at SNAP-Ed SAR_VAR@hhsc.state.tx.us.</p>

12. Deliverables

Deliverable ID	KPR No.	Deliverable Requirements	Due Date	Reporting Frequency
SNAP-Ed D-01	KPR #3	Grantee shall submit a monthly SNAP-Ed Project Activities and Outcomes Report by the 30 th calendar day following the previous month of service.	By the 30 th calendar day following the previous month of service.	Monthly

SNAP-Ed Project Activities and Outcomes Report		Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u>		
SNAP-Ed D-02 Quarterly Education and Administrati ve Reporting System (EARS) Report	KPR #5	Grantee shall submit a quarterly EARS Report by the 30 th calendar day following the previous quarter of service. Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u>	By the 30 th calendar day following the previous quarter of service.	Quarterly
SNAP-Ed D-03 Annual Education and Administrati ve Reporting System (EARS) Report	KPR #6	Grantee shall submit an annual EARS Report to the Health and Human Services Commission (HHSC) no later than October 30 th of each Operational Year. Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u>	By October 30 th of each Operational Year.	Annually
SNAP-Ed D-04 SNAP-Ed Implementin g Agency Annual	KPR #6	. Grantee shall submit a SNAP-Ed Implementing Agency Annual Report Summary to HHSC no later than October 30 th of each Operational Year.	By October 30 th of each Operational Year.	Annually

Report Summary		Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u>		
SNAP-Ed D-05 SNAP-Ed Implementing Agency State Plan Report including Project Description(s), Budget, and Staffing Information	KPR #6	<p>Grantee shall submit a SNAP-Ed Implementing Agency State Plan Report including Project Description(s), Budget and Staffing Information to HHSC by March 30th of each Operational Year. Ongoing SNAP-Ed State Plan updates and changes shall be submitted to HHSC for approval at least 150 calendar days before a change becomes effective.</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>By March 30th of each Operational Year.</p> <p>At least 150 calendar days before a change becomes effective.</p>	<p>Annually</p> <p>As required</p>
SNAP-Ed D-07 Quality Management Plan		<p>Grantee shall submit a Quality Management Plan to HHSC within 60 business days after the Operational Start Date or by date specified by HHSC. A plan shall be submitted annually within 30 business days prior to the end of each Operational Year.</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>Within 60 calendar days after the Operational Start Date or date specified by HHSC.</p> <p>No less than 30 business days prior to the end of each Operational Year.</p>	<p>One-time</p> <p>Annually</p>
SNAP-Ed D-08 Transition Plan		<p>The Transition Plan shall be submitted within 10 business days after the Operational Start Date . Ongoing plan updates and changes shall be submitted to HHSC for approval at least 30 business days before a change becomes effective.</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>Within 10 business days after the Operational Start Date .</p> <p>At least 30 business days before a change becomes effective.</p>	<p>One time</p> <p>As required</p>

SNAP-Ed D-10 Changes to Key Personnel	KPR #4	Grantee must submit notification to HHSC in writing within 14 business days that a Key Personnel vacancy will occur for any reason or prior to making any changes in Key Personnel other than changes due to resignation, death, or military recall. Notification must include a plan to recruit Key Personnel Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u>	Within 14 business days prior to a Key Personnel change.	As required
SNAP-Ed D-11 Staff Development Plan		A Staff Development Plan shall be submitted within 30 business days after the Operational Start Date. Ongoing plan updates and changes shall be submitted to HHSC by Grantee for approval at least 30 business days before a change becomes effective. Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u>	Within 30 business days after the Operational Start Date or date specified by HHSC. Within 30 business days before a change becomes effective.	One time As required
SNAP-Ed D-12 Security Incident Response Plan		A Security Incident Response Plan shall be submitted within 20 business days after the Operational Start Date. On-going plan updates and changes shall be submitted to HHSC for approval at least 30 business days before a change becomes effective. Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u>	Within 20 business days after the Operational Start Date or date specified by HHSC. Within 30 business days before a change becomes effective.	One time As required
SNAP-Ed D-13 Emergency Plan		An Emergency Plan shall be submitted within 40 business days after the Operational Start Date. On-going plan updates and changes shall be submitted to HHSC for	Within 40 business days after the Operational Start Date or date specified by HHSC.	One time

		<p>approval at least 30 business days before a change becomes effective.</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>Within 30 business days before a change becomes effective.</p>	As required
<p>SNAP-Ed D-14</p> <p>Disaster Recovery and Business Continuity Plan</p>		<p>Grantee must submit a final Disaster Recovery and Business Continuity Plan within 50 calendar days after the Operational Start Date or by the date specified by HHSC; and annually thereafter within 30 calendar days prior to the end of each Operational Year.</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>Within 50 calendar days after the Operational Start Date or date specified by HHSC.</p> <p>No less than 30 calendar days prior to the end of each Operational Year.</p>	<p>One time</p> <p>Annually</p>
<p>SNAP-Ed D-15</p> <p>Complaint Resolution Plan</p>		<p>A Complaint Resolution Plan shall be submitted within 20 business days after the Operational Start Date. Ongoing plan updates and changes shall be submitted to HHSC for approval at least 30 business days before a change becomes effective.</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>Within 20 business days after the Operational Start Date or date specified by HHSC.</p> <p>Within 30 business days before a change becomes effective.</p>	<p>One time</p> <p>As required</p>
<p>SNAP-Ed D-16</p> <p>Complaint Resolution</p>		<p>Grantee shall address any complaint received against Grantee within 10 business days from receipt of complaint with the resolution or planned resolution.</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>Within 10 business days from receipt of complaint.</p>	As required
SNAP-Ed				As required

D-17 Complaint Report		<p>The Grantee must submit a copy of the complaint report(s) to HHSC within three business days from the date of request by HHSC.</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	Within 3 business days from the date of request by HHSC.	
SNAP-Ed D-18 Invoicing		<p>Grantee shall submit an invoice monthly by the 30th calendar day of the month following the month in which expenses were incurred or services provided.</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	By the 30 th calendar day of the month following the month in which expenses were incurred or services provided.	Monthly
SNAP-Ed D-21 Contract Monitoring Questionnaire (CMQ)		<p>Grantee must submit the initial CMQ within 10 business days after the Operational Start Date, and annually thereafter within 60 business days prior to the end of each Operational Year.</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>Within 10 business days after the Operational Start Date.</p> <p>Within 60 business days prior to the end of each Operational Year.</p>	One time Annually
SNAP-Ed D-22 Turnover Plan		<p>A Turnover Plan shall be submitted by Grantee within 60 business days after the Operational Start Date. An Annual Operations Turnover Plan within 60 business days prior to the end of each Operational Year.</p> <p>Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u></p>	<p>Within 60 business days after the Operational Start Date.</p> <p>Within 60 business days prior to the end of each Operational Year.</p>	One time Annually
SNAP-Ed				As required

D-23 Contract Performance and Compliance Notification		Grantee shall inform HHSC in writing within 10 business day days when problems, delays, difficulties, changes, or adverse conditions affecting the performance and compliance of the contract occur. Deliverable must include all plan requirements set forth in <u>Attachment A, Statement of Work.</u>	Within 10 business days of event.	
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ATTACHMENT B – BUDGET
FY2023 BUDGET

HHSC SNAP-Ed program is federally funded by the United States Department of Agriculture (“USDA”) Food and Nutrition Service (“FNS”). Allowable expenditures are defined in the annual **SNAP-Ed Plan Guidance**. HHSC will make payment for SNAP-Ed services on a cost reimbursement basis. HHSC will reimburse administrative and program costs allowable under Code of Federal Regulations (C.F.R.) Title 2, Subtitle A, Chapter II-Part 200.405, Allocable Costs, and annual **SNAP-Ed Plan Guidance** that are reasonable and necessary to operate approved nutrition education activities. Grantee must provide assurances that Grantee’s cost of activities is not funded from another federal source. In addition, HHSC does not provide start-up funding or issue advance payments.

Indirect Cost Rate: The approved and acknowledged ICR for The University of Texas Health Science Center at Houston is 26%.

Budget Summary

Legal Name:	The University of Texas Health Science Center at Houston
Address 1:	7000 Fannin, UCT 1000
Address 2:	
City, State, Zip:	Houston, Texas, 77030-5401
Contract Number:	HHS001267400001
Tax ID Number:	74-1761309

TOTAL	
Cost Categories	Total Budget Requested
A. Salary	\$420,710
B. Benefits	\$112,275
C. Travel	\$3,420
D. Nutrition Educational Materials	\$1,000
E. Non-Cap Equipment & Office Supplies	\$66,214
F. Contracts/Sub-Grants/Agreements	\$435,750
G. Building/Space Lease or Rental	\$0
H. Other	\$0
J. Total Direct Costs:	\$1,039,369
K. Indirect Costs	\$270,236
L. Total	\$1,309,605



TEXAS

Health and Human Services

Health and Human Services (HHS)

**Uniform Terms and Conditions -
Governmental Entity**

Version 3.2

Published and Effective - May 2020

Responsible Office: Chief Counsel

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

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

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

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

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

“DSHS” means the Department of State Health Services.

“Effective Date” means the date on which the Contract takes effect.

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

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“HHSC” means the Health and Human Services Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a

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

- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute, rule, or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, or supplementing the statute or regulation.
- D. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- E. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- F. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- G. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- H. Time is of the essence in this Contract.

ARTICLE II. PAYMENT PROVISIONS

2.1 PAYMENT

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

2.2 ANCILLARY AND TRAVEL EXPENSES

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

2.3 NO QUANTITY GUARANTEES

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

2.4 TAXES

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

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

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

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBT AND DELINQUENCIES

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

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may:
 - i. withhold all or part of any payments to Performing Agency to offset overpayments, unallowable or ineligible costs made to the Performing Agency, or if any required financial status report(s) is not submitted by the due date(s); or,
 - ii. require Performing Agency to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.
- B. "Overpayments," as used in this Section, include payments:
 - i. made by the System Agency that exceed the maximum allowable rates;
 - ii. that are not allowed under applicable laws, rules, or regulations; or,
 - iii. that are otherwise inconsistent with this Contract, including any unapproved expenditures. Performing Agency understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Performing Agency further understands and agrees that reimbursement of such disallowed costs shall be paid by Performing Agency from funds which were not provided or otherwise made available to Performing Agency under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.1 WARRANTY

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

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

4.2 CONTRACT AFFIRMATIONS

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

4.3 FEDERAL ASSURANCES

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

4.4 FEDERAL CERTIFICATIONS

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

ARTICLE V. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF WORK PRODUCT

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

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

- C. Performing Agency agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Performing Agency has any rights in and to the Work Product that cannot be assigned to System Agency, Performing Agency hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Performing Agency. Performing Agency shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

5.2 PERFORMING AGENCY'S PRE-EXISTING WORKS

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

5.3 THIRD PARTY IP

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

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

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

5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

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

5.5 DELIVERY UPON TERMINATION OR EXPIRATION

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

5.6 SURVIVAL

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

5.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Performing Agency by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Performing Agency in the course of providing data processing services in connection with Performing Agency's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.
- B. Performing Agency has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Performing Agency to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Performing Agency is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Performing Agency shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Performing Agency's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Performing Agency's performance of its obligations hereunder.

ARTICLE VI. PROPERTY

6.1 USE OF STATE PROPERTY

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

6.2 DAMAGE TO GOVERNMENT PROPERTY

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

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

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

ARTICLE VII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

7.1 RECORD MAINTENANCE AND RETENTION

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

7.2 AGENCY'S RIGHT TO AUDIT

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

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Performing Agency must act to ensure its and its subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the services and Deliverables provided. Any such correction will be at Performing Agency's or its Subcontractor's sole expense. Whether Performing Agency's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Performing Agency must provide to System Agency upon request a copy of those portions of Performing Agency's and its subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.

7.4 STATE AUDITOR'S RIGHT TO AUDIT

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. The Performing Agency shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

7.5 CONFIDENTIALITY

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

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

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

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

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

8.2 TERMINATION FOR CONVENIENCE

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

8.3 TERMINATION FOR CAUSE

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

i. Material Breach

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

ii. Failure to Maintain Financial Viability

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

8.4 PERFORMING AGENCY RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

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

ARTICLE IX. GENERAL PROVISIONS

9.1 AMENDMENT

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

9.2 INSURANCE

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

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

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

9.3 LIMITATION ON AUTHORITY

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

9.4 LEGAL OBLIGATIONS

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

9.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

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

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

9.6 E-VERIFY PROGRAM

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

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

9.7 PERMITTING AND LICENSURE

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

9.8 SUBCONTRACTORS

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

9.9 INDEPENDENT PERFORMING AGENCY

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

9.10 GOVERNING LAW AND VENUE

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

9.11 SEVERABILITY

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

9.12 SURVIVABILITY

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

9.13 FORCE MAJEURE

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

9.14 DISPUTE RESOLUTION

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

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

9.15 NO IMPLIED WAIVER OF PROVISIONS

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

9.16 MEDIA RELEASES

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

9.17 NO MARKETING ACTIVITIES

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

9.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

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

9.19 SOVEREIGN IMMUNITY

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

9.20 ENTIRE CONTRACT AND MODIFICATION

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

9.21 COUNTERPARTS

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

9.22 CIVIL RIGHTS

- A. Performing Agency shall comply with all applicable state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, *et seq.*);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §6101, *et seq.*);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011, *et seq.*); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- B. Performing Agency shall comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Performing Agency shall comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Performing Agency from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Performing Agency to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Performing Agency shall take

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

- D. Performing Agency shall post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
- E. Performing Agency shall comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 28 CFR Subpart G § 42.503, and Americans with Disabilities Act of 1990 and its implementing regulations at 28 CFR Subpart B §35.130 which includes requiring Performing Agency to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the Performing Agency can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.
- F. Performing Agency shall comply with federal regulations regarding equal treatment for faith-based organizations under 45 C.F.R. Part 87 or 7 C.F.R. Part 16, as applicable. Performing Agency shall not discriminate against clients or prospective clients on the basis of religion or religious belief, and shall provide written notice to beneficiaries of their rights.
- G. Upon request, Performing Agency shall provide the HHSC Civil Rights Office with copies of the Performing Agency's civil rights policies and procedures.
- H. Performing Agency must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. This notice must be directed to:

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

9.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

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

9.24 DISCLOSURE OF LITIGATION

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

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

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

9.25 NO THIRD-PARTY BENEFICIARIES

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

9.26 BINDING EFFECT

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

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Attachment D

**UT SYSTEM SUPPLEMENTAL CONDITIONS TO HHS UNIFORM TERMS AND
CONDITIONS – GOVERNMENTAL ENTITY VERSION 3.2**
(Version 3.4; November 1, 2021)

The HHS Uniform Terms and Conditions - Governmental Entity are revised, modified, or supplemented as follows:

1. **Section 2.4, Taxes**, is deleted in its entirety and replaced with the following:

2.4 Taxes

Purchases made for the 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 applicable taxes or similar amounts resulting from the Contract.

2. **Section 3.1, Excess Obligations Prohibited**, is deleted in its entirety and replaced with the following:

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. To the extent authorized under the constitution and laws of the state of Texas, Performing Agency agrees that 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. Nothing in this Contract may be deemed (i) an admission or assumption of liability by Performing Agency or (ii) a waiver of any claim or defense available to Performing Agency under applicable laws.

3. **Section 3.3, Debt and Delinquencies**, is deleted in its entirety.
4. **Section 3.4 (A), Refunds and Overpayments**, is deleted in its entirety and replaced with the following:
 - A. Subject to prior discussion and agreement with Performing Agency and exchange of supporting documentation, 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. withhold payments to Performing Agency of any expenditures that System Agency disputes in good faith, or deduct from funding advancements to Performing Agency, until such time as System Agency has determined that

Performing Agency has provided additional information, documentation, or justification that supports or justifies the expenditure(s).

5. **Section 4.1, Warranty**, is deleted in its entirety and replaced with the following:

4.1 Representations

Performing Agency represents that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract and shall conform to the specifications set forth in the Contract. The Performing Agency, at its sole expense, agrees to promptly repair or replace all Work that was defective or damaged Work upon delivery. Notwithstanding anything to the contrary in the Contract, Work modifications only may be made through formal written amendment signed by both Parties.

6. **Section 5.1, Ownership of Work Product**, is deleted in its entirety and replaced with the following:

5.1 Ownership of Intellectual Property Rights Resulting from Work Product

- A. To the extent any Work results in the creation of intellectual property and Intellectual Property Rights, all right, title, and interest in and to such intellectual property shall vest in the Party that creates such intellectual property.
- B. Performing Agency hereby grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable, non-commercial license to use all Deliverables and any intellectual property invented or created by Performing Agency, Performing Agency's contractor, or a subcontractor in the performance of the Work under this Contract.
- C. 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. The Performing Agency agrees to provide the System Agency with an advance copy of any such report, publication, or literature at least 30 Calendar days prior to publication. The Performing Agency agrees to insert the following statement into any such report, publication or literature: "The views expressed in this publication are those of the authors and do not necessarily reflect the official policies, positions, or views of the State of Texas or the Health and Human Services Commission.

7. **Section 5.2, Performing Agency's Pre-Existing Works**, is deleted in entirety and replaced with the following:

5.2 Performing Agency's Pre-Existing Works

- A. To the extent the Performing Agency incorporates into the Work Product any works of Performing Agency that were created by Performing Agency or to which Performing Agency acquired rights prior to the Effective Date of this Contract ("**Incorporated Pre-Existing Works**"), Performing Agency retains ownership to such Incorporated Pre-Existing Works. For avoidance of doubt, Performing Agency also retains ownership of any works developed by Performing Agency that are unrelated to the Work

under this Contract.

- B. To the extent legally permitted, Performing Agency hereby grants System Agency an irrevocable, perpetual, non-exclusive, royalty-free, worldwide right and license to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display the Incorporated Pre-Existing Works for the exclusive purpose of utilizing the Work Product for System Agency's non-commercial, governmental purposes.

8. **Section 5.4, Agreements with Employees and Subcontractors**, is deleted in its entirety and replaced with the following:

5.4 Applicability to Employees and Subcontractors

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

9. **Section 5.5, Delivery Upon Termination or Expiration**, is deleted in its entirety and replaced with the following:

5.5 Delivery Upon Termination or Expiration

Unless otherwise agreed in writing, no later than 5 business days, or such other time period as set forth within the Contract), 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 versions thereof. Performing Agency's failure to timely deliver such Work Product is a material breach of the Contract. Performing Agency is permitted to retain copies of the Work Product and any documentation or other products or results of Performing Agency's activities under the Contract for its internal academic, educational, non-commercial patient-care, and/or research use.

10. **Section 5.7, System Agency Data**, is deleted in its entirety and replaced with the following:

5.7 System Agency Data

Performing Agency will comply with all applicable federal and state privacy, security and breach notification laws and regulations. Performing Agency will comply with the terms of the then-current applicable HHS Data Use Agreement, Texas Statewide Data Exchange Compact, or the HHS Covered Entity Privacy, Security, and Breach Notifications Terms set forth in the Contract.

11. **Section 6.1(A), Use of State Property**, is deleted in its entirety and replaced with the following:

- A. Performing Agency is prohibited from using state property belonging to System Agency ("**State Property**") for any purpose other than performing services authorized under the Contract.

12. **Section 6.1(E), Use of State Property**, is deleted in its entirety and replaced with the following:

- E. Each party shall take responsibility for the actions of its employees, including but not limited to, the possibility of any damages (repairs and replacements) caused by its employees during the course and scope of their employment to the

other Party's property. Nothing in this Contract may be deemed (i) an admission or assumption of liability by either Party or (ii) a waiver of any claim or defense available to either Party under applicable laws. Performing Agency shall notify System Agency of the loss, destruction, or damage of equipment or property within 5 business day of discovery.

13. **Section 6.2, Damage to Government Property**, is deleted in its entirety.
14. **Section 7.1(B), Record Maintenance and Retention**, is deleted in its entirety and replaced with the following:
 - 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: (i) 7 years after the Contract expiration date; (ii) 3 years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved; or (iii) as otherwise required under Texas law, whichever term is longer.
15. **Section 7.3(A), Response/Compliance with Audit of Inspection Findings**, is amended by deleting the last sentence in its entirety.
16. **Section 7.5, Confidentiality**, is deleted in its entirety and replaced with the following:

7.5 Confidentiality

Parties shall maintain as confidential and shall not disclose to third parties without the disclosing Party's prior written consent, except to the extent required by the Texas Public Information Act, Chapter 552 of the Texas Government Code, or as otherwise required by law, any information identified in writing as confidential or that is included in the following definition of "**confidential information**": "Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to a Party or that a Party may create, receive, maintain, use, disclose or have access to on behalf of the other Party (the "**disclosing party**") that consists of any or all of the following:

- (1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99;
- (2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;
- (3) Personal Identifying Information (**PII**) as defined in Texas Business and Commerce Code, Chapter 521;
- (4) Protected Health Information (**PHI**) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;
- (5) Sensitive Personal Information (**SPI**) as defined in Texas Business and Commerce Code, Chapter 521;
- (6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;

- (7) Patient identifying information as defined in 42 C.F.R. Part 2;
- (8) All privileged work product;
- (9) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

This Section will survive termination or expiration of this Contract. The obligations of the Parties to safeguard confidential information in compliance with all applicable federal and state laws and regulations under this Section will survive termination or expiration of this Contract until the Confidential Information is returned to the disclosing party, destroyed, or is deemed no longer confidential. For the avoidance of any doubt, Confidential Information is deemed no longer confidential if it: (i) is or later becomes generally available to the public through no act or omission of the non-disclosing party, unless made available by an unauthorized disclosure; (ii) was possessed by the non-disclosing party prior to the latest execution date of the Contract without being subject to an obligation to keep such information confidential; (iii) is lawfully obtained without restriction from a third party who had the legal right to disclose the same; (iv) is independently developed by the non-disclosing party without the use or benefit of Confidential Information as evidenced by the non-disclosing party's written records; or (v) disclosing party has agreed in writing it is no longer subject to the restrictions applicable to Confidential Information under the term of this Contract. In the event the non-disclosing party becomes legally compelled or required by regulation to disclose any Confidential Information, it shall promptly provide to disclosing party notice thereof, shall use its reasonable efforts to minimize the disclosure of any Confidential Information, and shall cooperate with disclosing party should the disclosing party seek to obtain a protective order or other appropriate remedy. This requirement must be included in all subcontracts awarded by non-disclosing party.

17. **Section 8.1, Contract Remedies**, is amended by adding a new paragraph at the end of the section as follows:

The Parties will attempt to resolve all Contract issues through good faith negotiations. If negotiations are unsuccessful then the Parties agrees to use the dispute resolution process in Section 9.14.

18. **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, with at least 10 business days' advance written notice at any time when, in its sole discretion, it determines that termination is in its best interest. The termination will be effective on the date specified in the terminating Party's notice of termination.

19. **Section 8.4, Performing Agency Responsibility for System Agency's Termination Costs**, is deleted in its entirety.
20. **Section 9.2, Insurance**, is amended by adding a new Subsection C:

- C. Nothing in this Contract should be construed to limit Performing Agency's right to self-insure in accordance with Texas Government Code Chapter 2259.
21. **Section 9.3(B), Limitation on Authority**, is deleted in its entirety and replaced with the following:
- B. Performing Agency shall not have any authority to act for or on behalf of the System Agency except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Performing Agency may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency.
22. **Section 9.5, Change in Laws and Compliance with Laws**, is deleted in its entirety and replaced with the following:
- 9.5 Change in Laws and Compliance with Laws**
Performing Agency shall comply with all laws, regulations, requirements and guidelines applicable to a state agency performing work as required by the Contract, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Contract. The Parties will amend the Contract to incorporate any modifications necessary for the parties' compliance, as agencies of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.
23. **Section 9.6(ii), E-Verify Program**, is deleted in its entirety and replaced with the following:
- ii. seek the same assurances from all subcontractors regarding their employees to perform Work pursuant to the Contract within the United States of America.
24. **Section 9.7, Permitting and Licensure**, is deleted in its entirety and replaced with the following:
- 9.7 Permitting and Licensure**
At Performing Agency's sole expense, Performing Agency will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Performing Agency to provide the goods or Services required by this Contract. Performing Agency will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law.
25. **Section 9.14, Dispute Resolution**, is deleted in its entirety and replaced with the following:
- 9.14 Dispute Resolution**
The Parties agree to use good-faith efforts to resolve all questions, difficulties, or disputes of any nature that may arise under or by this Contract; provided however, nothing in this Section shall preclude either Party from pursuing any remedies as may be available under Texas Law.
26. **Section 9.16, Media Releases**, is deleted in its entirety and replaced with the following:
- 9.16 Media Releases**
Except as provided in this Contract or required under applicable law, neither

party shall use the other party's name, logo, or other likeness in any press release, marketing material, or other announcement without 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. However, Performing Agency will, if appropriate, acknowledge support received from the System Agency and/or other agency in any publication under 5.1(C) as revised by the UT System Supplemental Conditions to HHS Uniform Terms and Conditions – Governmental Entity.

27. **Section 9.17, No Marketing Activities**, is deleted in its entirety.
28. **Section 9.19, Sovereign Immunity**, is deleted in its entirety and replaced with the following:
 - 9.19 Sovereign Immunity**
Nothing in this Contract shall be construed as a waiver of the State of Texas' sovereign immunity with respect to either the System Agency or the Performing Agency. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either party or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the System Agency, Performing 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. Neither party waives any privileges, rights, defenses, or immunities available to it by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.
29. **Section 9.23, Enterprise Information Management Standards**, is deleted in its entirety.
30. **Section 9.24, Disclosure of Litigation**, is deleted in its entirety.
31. **Article IX, General Provisions**, is amended by adding after Section 9.26, the following new Sections 9.27, 9.28, and 9.29:

9.27 Texas Public Information Act

It shall be the independent responsibility of the System Agency and Performing Agency to comply with the provisions of Chapter 552, Texas Government Code (the "**Public Information Act**"), as those provisions apply to the Parties' respective information. Neither Party is authorized to receive public information requests or take any action under the Public Information Act on behalf of any other Party.

9.28 Limitations

THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF A STATE AGENCY TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS CONTRACT, INCLUDING TERMS AND

CONDITIONS RELATING TO LIENS ON A PARTY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION AND BINDING ARBITRATION; INDEMNITIES; AND CONFIDENTIALITY, AND TERMS AND CONDITIONS RELATED TO SUCH LIMITATIONS WILL NOT BE BINDING ON A PARTY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

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ASSURANCES - NON-CONSTRUCTION PROGRAMS

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


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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Director, Sponsored Contracts
APPLICANT ORGANIZATION The University of Texas Health Science Center at Houston	DATE SUBMITTED September 12, 2022