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**Agreement For Services Between
Texas Health and Human Services Commission
(Austin State Supported Living Center)
And
University of Texas at Austin
(Dell Medical School)
HHSC Contract No. HHS001338700001**

This Services Agreement (“Agreement”), by and between **Texas Health and Human Services Commission** (“HHSC”), on behalf of Austin State Supported Living Center (“AuSSLC”), and **The University of Texas at Austin**, on behalf of the Dell Medical School, a component institution of The University of Texas System a state agency and institution of higher education, (“Medical School” or “UT Austin”), each a “Party” and collectively the “Parties” enter into the following Agreement, pursuant to the provisions of “The Interagency Cooperation Act,” Chapter 771 of the *Texas Government Code*.

Recitals

Whereas, AuSSLC is a state supported living center that serves people with intellectual and developmental disabilities who are medically fragile or who have behavioral problems;

Whereas, HHSC, on behalf of AuSSLC, wants to engage Medical School to provide certain clinical and administrative services to AuSSLC, in accordance with the terms and subject to the conditions set forth in this Agreement; and

The Parties therefore agree as follows:

I. Services

1.1 **Engagement.** HHSC, on behalf of AuSSLC, hereby engages Medical School to perform, or cause the performance of, specialized clinical and/or administrative services, including the delivery of outpatient gynecology services to the residents of AuSSLC (“Services”). Services are to be provided by a UT Austin Health Care Provider (“Health Care Provider”) at the AuSSLC facility. If appropriate, Services may be provided on-site at the Medical School.

1.2 **Appointment and Reappointment of Health Care Provider(s).** Medical School agrees to appoint Sigrid Tristan, MD, in her capacity as a Medical School employee, to provide Services to AuSSLC, at times mutually agreed upon by AuSSLC and Medical School. If Dr. Tristan is unable to continue providing the Services set forth herein, Medical School shall designate an alternate representative who will fulfill obligations under this Agreement. The alternate representative will be subject to AuSSLC’s approval, and in the event the Parties cannot mutually agree on an alternate representative, the Parties may terminate the Agreement in accordance with the notice requirements set forth in **Article IV** of this Agreement.

II. Conditions of Engagement

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2.1 Independent Contractor Status: Practice of Healthcare. It is understood and agreed that HHSC and the Medical School (and the Medical School's employees, representatives, agents, subcontractors, suppliers, and third-party service providers) are at all times acting as independent contractors, and that neither is a partner, part of a joint venture, agent or employee of the other. Subject to applicable laws and regulations, AuSSLC shall not have or exercise any control or direction over the practice of healthcare by Health Care Provider or the judgement of Health Care Provider or the methods or manner by which Health Care Provider performs the Services described in this Agreement, as they relate to the diagnosis or treatment of any disease, disorder, physical infirmity, or injury. Nothing herein shall be construed as giving that degree of control or direction on the part of HHSC or AuSSLC that would create an employer-employee relationship between the Parties.

Health Care Provider shall wear UT Austin regalia while performing the Services under this Agreement so it is clear that the Health Care Provider is a UT Austin employee. Any AuSSLC or HHSC materials identifying Health Care Provider, including but not limited to webpages featuring Health Care Provider, shall make it clear that Health Care Provider is employed by UT Austin.

2.2 No Incurrence of Financial Obligations. Medical School agrees and acknowledges that neither the Medical School nor Health Care Provider has any right, power or authority to incur and will not incur any financial obligation, legal obligation or liability, or other obligation on behalf of, or binding upon AuSSLC or HHSC.

2.3 Supporting Personnel. Upon mutual agreement, AuSSLC shall make available, at no cost to the Medical School, such clinical, laboratory, imaging, technical, administrative, clerical and other support personnel as may be deemed reasonably necessary for the proper performance by Health Care Provider of the Services described herein.

2.4 Supporting Facilities. AuSSLC shall make available, at no cost to the Medical School, the use of appropriate clinical and office space within AuSSLC (and for the use of appropriate furniture, fixtures and equipment located therein) by the Health Care Provider as may be deemed reasonably necessary in order to allow for the proper performance by the Health Care Provider of the Services described herein.

2.5 Policies and Procedures. The Medical School agrees that Health Care Provider will comply with all applicable rules, regulations, policies procedures, and protocols of AuSSLC.

2.6 No Criminal Convictions. The Medical School represents that neither it nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors performing the Services under this Agreement, have been convicted of a felony criminal offense or that if such a conviction has occurred the Medical School has fully advised HHSC in writing of the facts and circumstances surrounding the convictions. All background checks/clearances must be conducted in accordance with applicable state and federal laws. If the results of any criminal background check show an individual has been convicted of or received deferred adjudication for any of the criminal offenses listed in *Texas Health and Safety Code* §250.006 or other applicable laws, that individual will be barred from HHSC and AuSSLC premises and from participating in any activities or services related to this Agreement. The Medical School agrees, prior to providing Services under this Contract, the Health Care Provider will submit to and pass a drug screening and criminal history checks, including fingerprint checks, and registry clearance checks:

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These background checks will be conducted in accordance with Tex. Gov't Code §§ 411.1103 and 411.1144; Tex. Health & Safety Code §§ 533.007 and 555.021; 25 Tex. Admin. Code pt. 1, ch. 414, subch. K, § 414.504; and 40 Tex. Admin. Code pt. 1, ch. 3, subch. B, §

3.201, together with all applicable HHSC policies and regulations. The applicable background checks may be conducted by HHSC, the Facility, or by an independent company approved by HHSC or the Facility. The Medical School agrees that no Health Care Provider will be allowed to provide Services under this Contract if the Health Care Provider :

- i. Has been convicted of or has received deferred adjudication for any of the criminal offenses listed in Tex. Health & Safety Code § 250.006(a);
- ii. Has been convicted of or has received deferred adjudication for any of the criminal offenses listed in Tex. Health & Safety Code § 250.006(b);
- iii. Has a criminal history record which, in HHSC or the Facility's sole discretion, indicates that the individual is not qualified or suitable for the assignment under HHSC's HR Policy Manual and Guidance Handbook; iv. Is listed as revoked in the Texas Medical Board Healthcare Provider Database, if applicable;
- v. Is listed as unemployable in the Employee Misconduct Registry;
- vi. Has a confirmation of abuse or neglect in the Client Abuse and Neglect Reporting System ("CANRS"); or vii. HHS Office of Inspector General List of Excluded Individuals/Entities.

2.7 Patient Complaints. The Medical School agrees that the Health Care Provider will cooperate with AuSSLC in the resolution of any patient complaints arising out of the performance by the Health Care Provider of the Services described herein.

2.8 Conflicts of Interest. The Medical School represents and warrants that the Medical School shall conduct due diligence to ensure that the Health Care Provider is not bound by any agreement or arrangement that would prevent or otherwise restrict the Health Care Provider from performing the Services described herein. The Medical School shall cause the Health Care Provider to refrain from entering into any such agreement or arrangement during the term of this Agreement.

The Medical School further represents that the provision of services or other performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. If circumstances change during the course of the Agreement, the Medical School shall promptly notify AuSSLC.

AuSSLC represents and warrants that AuSSLC is not bound by any agreement or arrangement that would prevent AuSSLC from entering into this Agreement or performing, or causing the performance of its obligations described herein, and that AuSSLC will not enter into any such agreement or arrangement during the term of this Agreement.

2.9 Managed Care Contracts. The Medical School acknowledges and agrees that AuSSLC may enter into one or more contracts with third party payors (i.e., health maintenance organizations, preferred provider organizations and insurance companies) for a discounted or special or capitated rate for services, including the Services described herein. Medical School

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shall cause the Health Care Provider to cooperate with AuSSLC in the execution and performance of such contracts, and, at the request of AuSSLC, to enter into such contracts (for the Services to be provided under this Agreement) at up to the same level of discount or risk as shall be entered into by AuSSLC with such third party payors; provided, however, AuSSLC shall be responsible for completing any application or other prerequisites necessary for the Health Care Provider to be credentialed or otherwise recognized by any such third party payor.

2.10 Health Care Provider's Responsibilities with Respect to Patients. The Medical School agrees that the Health Care Provider, in performing the Services described herein:

- will provide necessary services in a manner so that the health needs of each patient are met, consistent with the requirements of AuSSLC and AuSSLC Clinical Policies and Procedures;
- will be cognizant of the manner in which patients are received, the efforts to meet their needs, and other aspects of courtesy, compassion and sound health care for every patient;
- will render services that are consistent with usual and customary health community standards; and
- will have his or her performance reviewed relative to productivity guidelines for provider's specialty that are mutually agreed upon by the Medical School and AuSSLC.

Notwithstanding anything contained in this Agreement to the contrary no provision of this Agreement shall operate to delay any medical attention or treatment when immediate medical attention or treatment is required.

If AuSSLC or the Medical School becomes aware of any concerns regarding the professional qualifications or the performance of the Health Care Provider (or any errors or omissions on the part of the Health Care Provider) in performing the Services, such Party shall communicate such concerns to the other Party, with the primary point of conduct being the Medical School, so that any such concerns may be promptly resolved and all action reasonably deemed necessary by either Party in connection therewith may be promptly undertaken by the Parties. AuSSLC may require that any Health Care Provider not provide the Services during the time when any concern is being resolved.

2.11 Performance Measure. AuSSLC will monitor the Medical School's performance of the requirements in and compliance with the Agreement's terms and conditions.

2.12 Limitations on Authority.

A. The authority granted to the Medical School related to the Services by HHSC is limited to the terms of this Agreement.

B. The Medical School shall not have any authority to act for or on behalf of HHSC except as expressly provided for in the Agreement; no other authority, power, or use is granted or implied. The Medical School may not incur any debt, obligation, expense, or liability of any kind on behalf of HHSC.

C. The Medical School may not rely upon implied authority and is not granted authority under the Agreement to:

- i. Make public policy on behalf of HHSC or AuSSLC;
- ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a HHSC program; or
- iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of HHSC regarding HHSC programs or the Agreement. However, upon HHSC's request and with

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reasonable notice from HHSC to the Medical School, the Medical School may assist HHSC in communications and negotiations regarding the Services under the Agreement with state and federal governments.

III. Compensation

3.1 **Contract Amount and Compensation for Services Provided at AuSSLC facility.** For Services provided at the AuSSLC facility, AuSSLC shall reimburse Medical School in accordance with rates outlined in **Attachment A** of this Agreement. The total amount shall not exceed **\$18,094.07** for the initial Agreement period. HHSC and AuSSLC are not obligated to pay unauthorized costs or to pay more than the Medical School's allowable and actually incurred costs consistent with federal and state regulations. Prior to any Health Care Provider rendering Services, the Medical School will provide National Provider Identifier (NPI) and other relevant billing information to the AuSSLC to enable AuSSLC to credential the Health Care Provider and to be authorized to bill a patient's guarantor (e.g., Medicaid, Medicare, or any other third-party payor) for costs of the Services performed at AuSSLC. AuSSLC will ensure that the Health Care Provider completes appropriate billing assignment documentation and AuSSLC will forward a copy of such completed documentation to the Medical School.

Medical School will submit invoice to AuSSLC on a monthly basis to the following address:

Brenham SSLC
Accounting Department
4001 Texas 36 S
Brenham, TX 77833
Email: 712Accounting@hhs.texas.gov

AuSSLC will reimburse Medical School in care of the address below unless otherwise noted on the invoice:

Attn: Director of Finance
The University of Texas at Austin – Dell Medical School
1601 Trinity St
HTB 10th F1 – Z0200
Austin, TX 78712
Email: Dellmedfinance@austin.utexas.edu

HHSC will remit costs to the Medical School within thirty (30) calendar days of receipt of invoice.

3.2 **Billing Practices for Services Provided at the Medical School.** In the event that any AuSSLC resident is referred to receive Services at the Medical School for inpatient or outpatient services:

- A. The Medical School will bill guarantors according to their billing procedures. This shall be considered payment in full.
- B. If patient has no guarantor, then the Medical School may bill HHSC in accordance its standard service billing rates less a thirty percent (30%) deduction.

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3.3 Refunds and Overpayments.

A. Subject to prior discussion and agreement with the Medical School and exchange of supporting documentation, HHSC may:

i. withhold all or part of any payments to the Medical School to offset overpayments, unallowable or ineligible costs made to the Medical School, or if any required financial status report(s) is not submitted by the due date(s); or ii. may withhold payments to the Medical School of any expenditures that HHSC disputes in good faith, or deduct from funding advancements to the Medical School, until such time as HHSC has determined that the Medical School has provided additional information, documentation, or justification that supports or justifies the expenditure(s).

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

- i. made by HHSC 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 Agreement, including any unapproved expenditures. The Medical School understands and agrees that it will be liable to HHSC for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement. The Medical School further understands and agrees that reimbursement of such disallowed costs shall be paid by the Medical School from funds which were not provided or otherwise made available to the Medical School under this Agreement.

3.4 Invoice. The Medical School will submit invoices that include:

- A. Name, address and telephone number of the Medical School and the address to which payments are to be sent, if different from the Medical School's address;
- B. HHSC Contract Number;
- C. Identification of service(s) or goods provided;
- D. Dates services or goods were delivered;
- E. Total invoice amount; and
- F. Any additional payment information that is required by the Agreement or HHSC.

IV. Term and Termination

4.1 Term. The initial term of this Agreement shall be one (1) year and shall commence on date of last signature on the Agreement ("Effective Date") and shall expire on one (1) year from the Effective Date of this Agreement, unless renewed, extended, and the terminated pursuant to the terms and conditions of this Agreement. The Parties may extend this Agreement subject to mutually agreeable terms and conditions.

4.2 UT President Approval Required. The parties hereby acknowledge and agree if additional terms or Health Care Provider services are added to this Agreement that, to the extent the total contract value of this Agreement increases to exceed \$1,000,000.00 this Agreement is subject to the review and approval of the President of The University of Texas at Austin (the "President"). If the President's approval is required, the continued validity and effectiveness of this Agreement is contingent upon that approval and will terminate when the contract value reaches \$1,000,000.00, if not approved.

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4.3 Termination Without Cause. Either Party may terminate this Agreement, with at least sixty (30) 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.

4.4 Termination of Agreement by HHSC. This Agreement may be terminated immediately by HHSC under the following circumstances:

A. The Medical School engages in conduct amounting to fraud, dishonesty, gross negligence or willful misconduct.

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

i. Material Breach. HHSC will have the right to terminate the Agreement, in whole or in part, if HHSC determines, in its sole discretion, that the Medical School has materially breached the Agreement 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 the Medical School's duties under the Agreement. The Medical School's misrepresentation in any aspect of the Medical School's Solicitation Response, if any, or Contractor's addition to the System for Award Management (SAM) will also constitute a material breach of this Agreement.

ii. Failure to Maintain Financial Viability. HHSC, in its sole discretion, may terminate the Agreement based upon good faith belief that the Medical School no longer has the financial viability required to fully perform its responsibilities under the Agreement.

C. To the extent that this provision does not conflict with any other provision, upon any other material breach of this Agreement by Medical School that is not cured within fifteen (15) days after HHSC provides notice of the breach to Medical School.

4.5 Termination by Medical School. This Agreement may be terminated immediately by Medical School under the following circumstances:

A. Upon a material breach of this Agreement by AuSSLC that is not cured within fifteen (15) days after Medical School provides notice of the breach to AuSSLC; or

B. AuSSLC engages in conduct amounting to fraud, dishonesty, gross negligence or willful misconduct; or

C. Upon a change in control, the bankruptcy of or the voluntary or involuntary dissolution of AuSSLC.

4.6 Termination Upon Mutual Consent. This Agreement or any Addendum may be terminated at any time by the mutual written consent of the Parties.

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4.7 Excess Obligations Prohibited. This Agreement is subject to termination or cancellation, without penalty to HHSC, either in whole or in part, subject to the availability of state funds. HHSC is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If HHSC becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either HHSC's or the Medical School's delivery or performance under the Agreement impossible or unnecessary, the Agreement 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, the Medical School agrees that in the event of a termination or cancellation under this Section, HHSC will not be liable to the Medical School for any damages that are caused or associated with such termination, or cancellation, and HHSC will not be required to give prior notice. Nothing in this Agreement may be deemed (i) an admission or assumption of liability by the Medical School or (ii) a waiver of any claim or defense available to the Medical School under applicable laws.

4.8 Effects of Termination. In the event of the termination of this Agreement pursuant to this Article IV, no Party hereto shall have any further obligations hereunder except for: (a) obligations accruing prior to the date of termination; and (b) any obligations, promises or covenants contained herein that are expressly intended to survive this Agreement and extend beyond the term of this Agreement; provided, however, that the termination of this Agreement shall not relieve either Party hereto from any liabilities or other obligations that may arise as a result of any breach of its obligations hereunder.

V. Liability Insurance

5.1 Coverage for Physicians. If applicable, for any Health Care Provider that is also a licensed physician and is acting in such capacity, the University of Texas System Professional Medical Liability Benefit Plan ("Plan") provides professional medical liability indemnity from and against medical liability claims alleging treatment or a lack of treatment that departs from accepted standards or medical care which proximately results in the injury or death of a patient. In order to qualify as a "covered claim" the medical liability claim must arise from the Health Care Provider's employment, official duties or training with the University of Texas System.

5.2 Coverage for Non-Physicians. If applicable, for any Health Care Provider that is not a licensed physician or acting in such capacity, statutory indemnification covers Texas state employees for acts or omissions within the course and scope of their state employment, including professional liability. While providing the Services contemplated herein, a non-Physician Health Care Provider is protected by the statutory protections afforded to the Medical School's employees acting in the course and scope of their employment.

5.3 Additional Coverage. Medical School is self-insured pursuant to Chapter 503 of the Texas Labor Code for all coverage described herein, and for workers' compensation coverage as may be required by law.

5.4 Independent Status. The Parties acknowledge that the Medical School has the exclusive right to determine distribution of funds and compensations to its physicians. The Parties agree that both the Medical School and AuSSLC are maintaining their present independent employment and operating

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structures and no employee of Medical School or AuSSLC shall be considered an employee, joint employee, borrowed servant, agent or representative of the other party. The parties agree and acknowledge that the Medical School will continue to maintain control over day-to-day management, operational and financial responsibility for the Medical School's physicians and other employees. This Agreement will not create any authority to direct any employment functions relating to the employer-employee relationship between the Medical School and its employees or AuSSLC and its employees. The Parties further agree and acknowledge that this Agreement may not interfere with, control or otherwise direct the professional judgement of the Medical School or AuSSLC physicians pursuant to the Texas law.

5.5 Sovereign Immunity and No Waiver. Nothing in this Agreement shall be construed as a waiver of the State of Texas' sovereign immunity with respect to either HHSC or the Medical School. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either party or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to either Party under the Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis of estoppel. Neither Party waives any privileges, rights, defenses, or immunities available to it by entering into the Agreement or by its conduct prior to or subsequent to entering into the Agreement.

VI. Compliance with Law

6.1 Compliance with Law. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with all applicable federal, state, and local laws, rules, regulations, ordinances and orders that apply to the Services provided herein, including without limitation:

- The Federal Fraud and Abuse Statutes,
- The False Claims Act,
- The Medicare and Medicaid Anti-Kickback Statute,
- Medicaid Title V,
- Title XX,
- Civil Monetary Penalties provisions contained in Section 1128A of the Social Security Act (42 USC 1320a-7aa),
- Section 1877 of the Social Security Act (42 U.S.C. 1395nn), also known as the physician self-referral law and commonly referred to as the "Stark Law," as amended from time to time;
- Applicable provisions of HIPAA and the HITECH Act (as such terms are defined below), as amended from time to time;
- Similar state laws and regulatory prohibitions, including without limitation, the Texas Medical Practice Act and the Texas Health and Safety Code, as amended from time to time;
- The public health and safety and licensing provisions of Texas laws and regulations, as amended from time to time; and
- The Civil Rights Act of 1964 and all other federal, state or local laws, rules and orders prohibiting discrimination. Consistent with the foregoing, the

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Parties agree to comply with Executive Order 11375, and as supplemented by U.S. Department of Labor regulations 41 C.F.R. Part 60.

The Parties shall not conduct themselves under the terms of this Agreement in a manner that would violate any such laws, rules, regulations, ordinances or orders.

6.2 Change in Laws and Compliance with Laws. The Medical School shall comply with all laws, regulations, requirements and guidelines applicable to a state agency performing work as required by the Agreement, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Agreement. The Parties will amend the Agreement 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.

6.3 Invalid Provisions. Any provision of any applicable statute, rule or regulation that invalidates any term of this Agreement, that is inconsistent with any term of this Agreement, or that would cause one or both of the Parties to be in violations of law, will be deemed to supersede the corresponding term of this Agreement. If legal counsel to the Medical School or AuSSLC, in its reasonable opinion, determines that this Agreement or any material provision of this Agreement violates any federal, state or local law, rule or regulation, the Parties agree to negotiate in good faith to amend this Agreement to remedy such violation in a manner consistent with the intent of the Parties. If the Parties are unable to reach a consensus following an attempt to amend the Agreement, as contemplated by the preceding Section, then either Party may terminate this Agreement upon written notice to the other Party.

6.4 No Referral. The Parties acknowledge and agree that this Agreement does not require, and shall not be construed to require (directly or indirectly, explicitly or implicitly), either Party (or Health Care Provider) to refer or direct any patients to the other Party or to use such other Party's services or facilities as a precondition to receiving the benefits set forth herein.

VII. Confidential and Proprietary Information

7.1 Data Protection Terms. The Medical School will, and will require the Health Care Providers to, comply with the following HHS Covered Entity Privacy, Security and Breach Notification terms:

A. Definitions:

i. "Breach" means the acquisition, access, use, or disclosure of Confidential Information in an unauthorized manner which compromises the security or privacy of the Confidential Information.

ii. "HHS 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 the Medical School electronically or through any other means that consists of or includes any or all of the following:

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- (a) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (as these terms are defined in 45 C.F.R. §160.103);
- (b) Sensitive Personal Information defined by Texas Business and Commerce Code Chapter 521;
- (c) Federal Tax Information (as defined in Internal Revenue Service Publication 1075);
- (d) Personal Identifying Information (as defined in Texas Business and Commerce Code Chapter 521);
- (e) Social Security Administration Data (defined as information received from a Social Security Administration federal agency system of records), including, without limitation, Medicare or Medicaid information (defined as information relating to an applicant or recipient of Medicare or Medicaid benefits);
- (f) Substance Use Disorder Treatment Records (as defined in 42 C.F.R. Part 2).
- (g) Education Records (as defined in the Family Educational Rights and Privacy Act (*FERPA*) (20 U.S.C. § 1232g; 34 CFR Part 99);
- (h) All privileged work product; and
- (i) 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.

B. HHS Confidential Information. Any HHS Confidential Information received by the Medical School under this Agreement may be disclosed only in accordance with applicable law and as authorized in this Agreement. By signing this Agreement, the Medical School certifies that the Medical School is, and intends to remain for the term of this Agreement, in compliance with all applicable state and federal laws and regulations with respect to privacy, security, and breach notification, including without limitation the following:

- i. Title 5 United States Code (USC) Part 1, Chapter 5, Subchapter II, Section 552a, Records Maintained on Individuals, The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988;
- ii. Title 26 USC, Internal Revenue Code;
- iii. Title 42 USC Chapter 7, Subchapter XI, Part C, Administrative Simplification, the relevant portions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Pub Law 111-5, Title XIII, the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009;
- iv. Title 42 USC Chapter 7, the relevant portions of the Social Security Act;
- v. Title 42 USC Chapter 1, Subchapter A, Part 2, Confidentiality of Substance Use Disorder Patient Records;
- vi. Title 45 Code of Federal Regulations (CFR) Chapter A, Subchapter C,

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Part 160, General Administrative Requirements vii. Title 45 CFR Chapter A Subchapter C, Parts 160, 162 and 164, Security and Privacy; viii. Title 45 CFR Subtitle A, Subchapter D, Parts 170 (Health Information Technology Standards) and 171 (Information Blocking); ix. 20 U.S.C. § 1232g; 34 CFR Part 99, Family Educational Rights and Privacy Act (*FERPA*); x. Internal Revenue Service Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies, Safeguards for Protecting Federal Tax Returns and Return Information; xi. Office of Management and Budget Memorandum 17-12, Preparing for and Responding to a Breach of Personally Identifiable Information; xii. Texas Business and Commerce Code Title 11, Subtitle B, Chapter 521 Unauthorized Use of Identifying Information; xiii. Texas Government Code, Title 5, Subtitle A, Chapter 552, Public Information, as applicable; xiv. Texas Health and Safety Code, Title 2, Subtitle D, Chapter 81, Communicable Diseases, Public Health Disasters and Emergencies; xv. Texas Health and Safety Code, Title 2, Subchapter H, Chapter 161, Public Health Provisions, Subchapter A, Immunizations; xvi. Texas Health and Safety Code Title 2, Subtitle I, Chapter 181, Medical Records Privacy; xvii. Texas Health and Safety Code Title 7, Subtitle E, Chapter 611, Mental Health Records; xviii. Texas Humans Resources Code, Title 2, Subtitle A, Chapter 12, Section 12.003, Disclosure of Information Prohibited; xix. Texas Occupations Code, Title 3, Health Professions, as applicable; xx. Constitutional and common law privacy; and xxi. Any other applicable law controlling the release of information created or obtained in the course of providing the services described in this Agreement.

The Medical School further certifies that the Medical School will, and will require Health Care Providers to, comply with all amendments, regulations, and guidance relating to those laws, to the extent applicable.

C. Cybersecurity Training. The Medical School represents that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

D. Business Associate Agreement. Medical School will ensure that any subcontractor of Medical School who has access to HHS Confidential Information will sign a HIPAA-compliant Business Associate Agreement with Medical School, and Medical School will submit a copy of that Business Associate Agreement to HHS upon request.

E. Medical School's Incident Notice, Reporting and Mitigation. The Medical School's obligation begins at discovery of any unauthorized disclosure of Confidential Information or any privacy or security incident that may compromise Confidential Information. "Incident" is defined as an attempted or successful unauthorized access, use, disclosure,

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modification, or destruction of information or interference with system operations in an information system. The Medical School's obligation continues until all effects of the Incident are resolved to HHS's satisfaction, hereafter referred to as the "Incident Response Period".

F. Notification to HHS.

i. The Medical School must notify HHS within the timeframes set forth in Section (c) below.

ii. The Medical School must require that its subcontractors and contractors take the necessary steps to assure that the Medical School can comply with all of the following Incident notice requirements.

iii. Incident Notice:

(a) Initial Notice.

Within twenty-four (24) hours of discovery, or in a timeframe otherwise approved by HHS in writing, the Medical School must preliminarily report on the occurrence of an Incident to the HHS Privacy and Security Officers via email at: privacy@HHS.state.tx.us and infosecurity@HHS.state.tx.us.

This initial notice must, at a minimum, contain: (i) all information reasonably available to Medical School about the Incident, (ii) confirmation that the Medical School has met any applicable federal Breach notification requirements, and (iii) a single point of contact for the Medical School for HHS communications both during and outside of business hours during the Incident Response Period.

(b) Formal Notice.

No later than three (3) Business Days after discovery of an Incident, of when the Medical School must provide written formal notification to HHS using the Potential Privacy/Security Incident Form which is available on the HHS website at <https://HHSconnection.hhs.texas.gov/rights-responsibilities/office-chiefcounsel/privacy>. The formal notification must include all available information about the Incident, and the Medical School's investigation of the Incident.

G. Medical School Investigation, Response, and Mitigation.

The Medical School must fully investigate and mitigate any Incident, to the extent practicable and as soon as possible or as indicated below. At a minimum, the Medical School will:

- i. Immediately commence a full and complete investigation;
- ii. Cooperate fully with HHS in its response to the Incident;

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- iii. Complete or participate in an initial risk assessment;
- iv. Provide a final risk assessment;
- v. Submit proposed corrective actions to HHS for review and approval;
- vi. Commit necessary and appropriate staff and resources to expeditiously respond;
- vii. Report to HHS as required by HHS and all applicable federal and state laws for Incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS;
- viii. Fully cooperate with HHS to respond to inquiries and/or proceedings by federal and state authorities about the Incident;
- ix. Fully cooperate with HHS's efforts to seek appropriate injunctive relief or to otherwise prevent or curtail such Incidents;
- x. Recover, or assure destruction of, any Confidential Information impermissibly disclosed during or as a result of the Incident; and
- xi. Provide HHS with a final report on the Incident explaining the Incident's resolution.

H. Breach Notification to Individuals and Reporting to Authorities.

- i. In addition to the notices required in this section, the Medical School must comply with all applicable legal and regulatory requirements in the time, manner, and content of any notification to individuals, regulators, or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required in Title 45 CFR Chapter A, Subchapter C Part 164, Subpart D Notification in the case of Breach of Unsecured Protected Health Information and Texas Business and Commerce Code, Title 11, Subtitle B, Chapter 521, Section 521.053(b), Notification Required Following Breach of Security of Computerized Data, or as specified by HHS following an Incident.
- ii. The Medical School must assure that the time, manner, and content of any Breach notification required by this section meets all federal and state regulatory requirements.
- iii. Breach notice letters must be in Medical School's name and on the Medical School's letterhead and must contain contact information to obtain additional information, including the name and title of the Medical School's representative, an email address, and a toll-free telephone number.
- iv. The Medical School must provide HHS with copies of all distributed communications related to the Breach notification at the same time the Medical School distributes the communications.
- v. The Medical School must demonstrate to the satisfaction of HHS that any Breach notification required by applicable law was timely made. If there are delays outside of the Medical School's control, the Medical School must provide written documentation to HHS of the reasons for the delay.

7.2 Acceptable Use Agreement. Each UT Austin Healthcare Provider with access to HHSC information resources must also execute an Acceptable Use Agreement attached hereto as **Attachment B**.

7.3 Provisions Applicable to Health Care Provider. The Medical School shall require the Health Care Provider to comply with the provisions of this Article VII to the same extent that the Health Care Provider would be obligated to comply with such provisions if the Health Care Providers was a signatory to this Agreement.

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- 7.4 **Survival.** This Article VII will survive termination or expiration of this Agreement. 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 Agreement 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 Agreement 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 Agreement.
- 7.5 **Disclosure Notice Requirement.** 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.
- 7.6 **Remedies.** Without limiting other remedies available to either Party for the breach of the terms set forth in this Article VII, the Parties agree that upon any such confidentiality breach an injunction or other equitable relief shall be available to the non-breaching Party hereto.

VIII. Records

8.1 **Medical Records and Reports.** It is anticipated that Medical School, through Health Care Provider, will generate medical records and reports pertaining to patients treated by Health Care Provider in connection with the performance of the Services described herein. All such medical records and reports are the property of AuSSLC and HHSC, unless otherwise provided by law. Medical School and AuSSLC recognize that each patient has the legal right to access to his or her medical records, that all AuSSLC Medical Staff member have the right to consult such records and reports to facilitate the continuity of proper care, and that such records and reports are confidential and privileged under state and federal law. AuSSLC agrees that Health Care Providers shall have access, as and solely to the extent permitted by applicable law, to such patient records and reports at any time, as necessary for Health Care Provider to fulfill its duties under this Agreement.

8.2 **Access to Books and Records.**

The Medical School shall keep and maintain under GAAP or 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

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compliance with the terms and conditions of this Agreement and all state and federal rules, regulations, and statutes.

The Medical School shall maintain and retain legible copies of this Agreement and all records relating to the performance of the Agreement 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 the Medical School for a minimum of: (i) 7 years after the Agreement's expiration date; (ii) 3 years after the completion of all audit, claim, litigation, or dispute matters involving the Agreement are resolved; or (iii) as otherwise required under Texas law, whichever term is longer.

If a Party carries out any of the duties of this Agreement through a subcontract then any such subcontract must contain a clause identical to this section.

8.3 Audit or Investigation. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement 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 investigations by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. The Medical School shall comply with any rules and procedures of the state auditor in implementation and enforcement of Section 2262.154 of the Texas Government Code.

8.4 Compliance with Audit Findings.

- A. The Medical School must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirements, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or the inspection of the Agreement and the Services and Deliverables provided. Any such correction will be at the Medical School's or its Subcontractor's sole expense.
- B. As part of the Services, the Medical School must provide to HHSC upon request a copy of those portions of the Medical School's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Agreement.

8.5 Intellectual Property. The Parties acknowledge that Health Care Provider(s) may, with advance mutual written agreement of the Parties, conduct research as part of the Services provided pursuant to this Agreement and in compliance with applicable laws, statutes, and regulations. To the extent intellectual property of any nature is developed by a Health Care Provider: (i) in the course of carrying out the terms of this Agreement and/or (ii) through the use of resources of AuSSLC, the Parties agree to negotiate, in good faith, a mutually agreeable inter-agency agreement that will address the ownership and publication rights to such intellectual property.

IX. Miscellaneous

9.1 Legal Notice. Any legal notice required under this Agreement shall be deemed to have been duly given and made if served by personal delivery upon the Party for whom it is intended, or

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deposited by registered or certified mail, return receipt requested to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

If to AuSSLC:

Sangeetha Rajan MD
HHSC Health & Specialty Care System
2203 W. 35th St.
Austin, TX 78703

With a copy (which does not constitute notice) to:

Health and Human Services Commissions
Attn: Office of the Chief Counsel
4601 W. Guadalupe St.; MC 1100
Austin, Texas 78751

If to Medical School:

Dell Medical School at The University of Texas at Austin
Attention: Dean
1501 Red River St
Austin, TX 78712

With a copy (which shall not constitute notice) to:

Dell Medical School at The University of Texas at Austin
Attention: Associate Vice President for Dell Medical School
Legal Affairs
1501 Red River St.
Austin, TX 78712

Legal notice given in the manner prescribed shall be deemed properly served upon receipt. Either Party may change its address for legal notice by written notice to the other Party.

9.2 Contract Representatives.

The following will act as the designated Representative authorized to administer activities, including but not limited to, non-legal notices, consents, approvals, requests, or other general communications, provided for or permitted to be given under this Agreement. The designated Representative on behalf of their respective Party are as follows:

UT Austin

Leanne Clark and
Jessica Cardwell
1301 W. 38th Street
Suite 705
Austin, TX 78705
Phone Number: (512) 324-1978 Email:
Leanne.clark@austin.utexas.edu

HHSC

Joshua Barber, CTCM
Address: 2203 W 35th St Address:
Austin, Texas 78703
Phone Number: (512) 374-6089
Joshua.Barber@hhs.texas.gov

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jessica.cardwell@austin.utexas.edu

Either Party may change its designated Representative by providing written notice to the other Party.

9.3 Use of State Property.

A. The Medical School is prohibited from using state property belonging to HHSC (“State Property”) for any purpose other than performing the Services authorized under the Agreement.

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

C. The Medical School shall not remove State Property from the continental United States. In addition, the Medical School may not use any computing device to access HHSC’s network or e-mail while outside of the continental United States.

D. The Medical School shall not perform any maintenance services on State Property unless the Agreement expressly authorizes such services.

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 Agreement 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. The Medical School shall notify HHSC of the loss, destruction, or damage of equipment or property within 5 business day of discovery.

9.4 Property Rights Upon Termination or Expiration of Contract. In the event the Agreement is terminated for any reason, or upon its expiration, State Property remains the property of HHSC and must be returned to HHSC by the end date of the Agreement or upon HHSC’s request.

9.5 Force Majeure. Neither Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Agreement 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, pandemic, epidemics, 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.

9.6 Entire Agreement. This Agreement contains the entire understanding of the Parties and supersedes any prior written or oral agreements or understandings between the Parties concerning the subject matter hereof. There are no representations, warranties, covenants, promises, agreements, arrangements or understandings, oral or written, express or implied between the Parties relating to the subject matter hereof that have not been fully expressed herein.

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9.7 Amendment; Waiver. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and signed, in the case of an amendment, by the Parties hereto, or in the case of a waiver, by the Party against which the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9.8 No Assignment or Benefit to Third Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, legal representatives and permitted assigns. Except as set forth herein, no Party to this Agreement may assign any of its rights or transfer or delegate any of its obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other Party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any person (including but limited to any Health Care Provider), other than the Parties hereto and their respective successors, legal representatives and permitted assigns, any rights or remedies under or by reason of this Agreement.

9.9 Governing Law and Venue. This Agreement shall be construed and governed according to the laws of the State of Texas. Any suit, action, or proceeding initiated by either Party with respect to this Agreement, or any judgement entered by any court in respect thereof, shall be brought in the courts of the State of Texas, County of Travis, or in the United States courts located in the State of Texas, County of Travis.

9.10 No Debt Against the State. This Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

9.11 Media Releases. Except as provided in this Agreement 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. HHSC does not endorse any vendor, commodity, or service. The Medical School is not authorized to make or participate in any media releases or public announcements pertaining to this Agreement or the Services to which they relate without HHSC's prior written consent, and then only in accordance with explicit written instruction from HHSC. However, the Medical School will, if appropriate, acknowledge support received from HHSC and/or other agency in any publication referencing the Services under this Agreement, as appropriate.

9.12 Further Acts. The Parties each agree to cooperate fully with each other to take such further action and execute such other documents or instruments as necessary or appropriate to implement this Agreement.

9.13 Patient Complaints. The Parties agree to cooperate with each other in the resolution of any patient complaints arising out of the performance of the Services described herein.

9.14 Permitting and Licensure. At the Medical School's sole expense, the Medical School will procure and maintain for the duration of this Agreement 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 the Medical School to provide the

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goods or services required by this Agreement. The Medical School will be responsible for payment of all applicable taxes, assessments, fees, premiums, permits, and licenses required by law.

9.15 E-Verify Program. The Medical School certifies that for contracts for services, the Medical School shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Agreement to determine the eligibility of:

- A. all persons employed by the Medical School to perform duties within Texas; and
- B. seek the same assurances from all subcontractors regarding their employees to perform Work pursuant to the Agreement within the United States of America.

9.16 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 Agreement; provided however, nothing in this Section shall preclude either Party from pursuing any remedies as may be available under Texas Law.

9.17 Consents and Approvals. Except as herein expressly provided to the contrary, whenever in this Agreement any consent or approval is required to be given by a Party, the Parties agree that such consent or approval shall not be unreasonably withheld, conditioned or delayed.

9.18 Remedies. Except as otherwise provided for herein, the remedies provided to the Parties by this Agreement are not exclusive or exhaustive, but are cumulative of each other and in addition to any other remedies the Parties may have under applicable law.

9.19 Divisions, Titles, Headings. The division of this Agreement into articles, sections, subsections, paragraphs, and subparagraphs, and the use of titles, headings, and captions in connection therewith are solely for convenience only, and shall not affect in any way the meaning of interpretation of this Agreement. Any conflict between the titles, headings, captions and text shall be resolved in favor of the text.

9.20 Ambiguities. Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the Parties in the place where the Agreement is to be performed and shall not be construed against any Party, irrespective of which Party may be deemed to have authored any such ambiguous provision.

9.21 Attachments: Conflict of Terms. All attachments hereto shall be deemed incorporated by reference into the body of this Agreement. In the event of a conflict between the terms and conditions of the body of this Agreement and the terms and conditions of any of the attachments hereto, the terms and conditions contained in the body of this Agreement shall be controlling.

9.22 Gender and Number. Whenever the context of this Agreement requires, the gender of all words herein include the masculine, feminine, and neutral, and the numbers of all words herein shall include the singular and plural.

9.23 Subcontractors. The Medical School may not subcontract any or all of the Services and/or material obligations under the Agreement without prior written approval of HHSC. Subcontracts, if any, entered into by the Medical School shall be in writing and be subject to the requirements of the Agreement. Should the Medical School subcontract any of the Services required in the Agreement, the

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Medical School expressly understands and acknowledges that in entering into such Subcontract(s), HHSC is in no manner liable to any subcontractor(s) of the Medical School. In no event shall this provision relieve the Medical School of the responsibility for ensuring that the Services performed under all Subcontracts are rendered in compliance with the Agreement.

9.24 Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the Party incurring such costs and expenses, including any ancillary expenses which may include, but are not limited to, costs associated with transportation, delivery, and insurance for the Services.

9.25 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.

9.26 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The signatures of the Parties hereto may be transmitted by facsimile or other electronic delivery, and each such facsimile signature or other electronic delivery signature (including PDF signature) shall be deemed to be the original signature of the Party the signature of which it reproduces and shall be binding upon such Party.

9.27 Survivability. Expiration or termination of the Agreement for any reason does not release the Medical School from any liability or obligation set forth in the Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expirations or termination, or that is necessary to fulfill the essential purpose of the Agreement, including with limitation the provisions regarding records, confidentiality, and rights and remedies upon termination.

9.28 Limitations. THE PARTIES ARE AWARE THAT 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 AGREEMENT, 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 THE LIMITATIONS WILL NOT BE BINDING ON A PARTY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

X. Certifications

The undersigned Parties certify that:

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- 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 Agreement on its behalf has full power and authority to enter into this Agreement;
- C. The proposed arrangements serve the interest of efficient and economical administration of state government; and
- D. The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

The HHSC further certifies that it has statutory authority to contract for the services described in this Agreement under *Texas Government Code Chapter 531.008(c)(5)* and *Health and Safety Code Chapter 551*.

The UT Austin further certifies that it has statutory authority to contract for the services described in this Agreement under Chapter 65 of the *Texas Education Code*.

The Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date signed below.

Signature Page to Follow

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**Agreement For Services Between
Texas Health And Human Services Commission
(Austin State Supported Living Center)
And
University Of Texas At Austin
(Dell Medical School)
HHSC Contract No. HHS001338700001
Signature Page**

Health and Human Services Commission

The University of Texas at Austin

By: Alan Walters

DocuSigned by:
By: Martin Harris
C667C2B7CF9C4B5...

Title: Director V

Title: Interim VP for Medical Affairs

Date: 03/24/2023

2023-03-22 | 09:58:30 PDT
Date: _____

The following attachments to this agreement between HHSC and the Medical School for Services are hereby attached and incorporated by reference:

ATTACHMENT A

Designation of Healthcare Provider