

HHSC CONTRACT NO. HHS001435200001

EXPERT WITNESS AGREEMENT

This expert witness agreement is between the Health and Human Services Commission (“HHSC”), an agency of the state of Texas, on behalf of the Office of Inspector General (“OIG”), and Dr. Stephen Yurco, III, an individual (the “Expert”). HHSC and Expert, collectively the “Parties,” and individually a “Party.”

Background

The OIG has requested Expert to act as an expert witness and/or testifying witness to review certain files and other information in relation to matters that are subject to potential or actual litigation (the “Litigation”). This Agreement will document the Parties’ understanding regarding the services provided by Expert. This Agreement is entered into under the authority of § 2151.005 of the Texas Government Code.

The Parties therefore agree as follows:

1. Scope of Services

- 1.1 Expert shall assist the OIG as a consulting and/or testifying expert witness to review medical records in the Expert’s area of expertise in a timely manner.
- 1.2 Expert shall render opinions as to the reasonableness of the services performed as reflected in medical records, and whether or not the treatment in question meets the applicable standard of care.
- 1.3 No written reports shall be generated by Expert without the prior authorization of the OIG. If and as requested, Expert will be required to develop and deliver to the OIG his opinions in a written expert witness report.
- 1.4 Expert must be reasonably available to counsel, other employees of the OIG, or the Office of Attorney General (“OAG”) staff to discuss work assignments, findings, opinions, and all other matters ancillary to the record review or testifying, or both.
- 1.5 If needed, and upon reasonable notice, Expert must be available to testify in person or by deposition, or both, in all legal proceedings related to the services performed by the Expert.
- 1.6 Expert shall direct all communication to a specified OIG point of contact who assigned the review or others who are designated by OIG to receive the review.

2. Agreement Deliverables

2.1 The Expert must:

- 2.1.1 Develop a reasonable timeline (the “Timeline”) that will identify the duration for completing case review(s) as requested by the OIG point of contact designated by OIG during the Agreement Term as set forth in Paragraph 4 of this Agreement, including but not limited to the following:
 - **Case No. 2023D04627; and**
 - **Other cases, if and as requested by OIG.**

- 2.1.2 Review assigned case(s) according to the scope and methodology defined by OIG when the work is assigned.
- 2.1.3 Identify billing exceptions, quality of care concerns, and any other findings, as applicable.
- 2.1.4 Provide a complete and satisfactory summary of review findings within seven (7) calendar days of request for by the OIG point of contact.

2.2 Review Tool.

The Expert must:

- 2.2.1 Address and document findings or exceptions, or both, in accordance with the requirements established by the OIG point of contact for a given assignment. The Expert must also determine policy, rule, or law violations and whether or not documentation reviewed supports services billed.
- 2.2.2 Document justification for not testing any given attributes of the case review. Attribute tests may vary based on various factors including, but not limited to the nature, scope, standards of the investigation, review, audit, or other source; however, any failure to test an attribute must be appropriately documented. OIG staff may also omit, revise, or append attribute test failure criteria, as standards and circumstances may dictate.

2.3 Satisfactory Expert Report.

The Expert must:

- 2.2.3 Ensure the Expert Report is provided in the format requested by the OIG point of contact, is comprehensive, and is consistent with findings.
- 2.2.4 Provide a signed and dated narrative summary of overall observations regarding the case review findings (including provider's documentation, billing patterns, and practice patterns) to the OIG point of contact who assigned the review or who is designated to receive the review.

3. Compensation

3.1 Maximum Liability: The total liability for expert witness services and expenses under this Agreement shall not exceed \$25,000.00 for the duration of this Agreement (the "Cap"). Any increase to the Cap must be in writing and signed by an authorized OIG representative. The Parties acknowledge and agree that nothing in this Agreement will be interpreted to create an obligation or liability in excess of the funds currently appropriated to the OIG during this biennium. Expert is not required to perform services that cannot be compensated due to the limitations of this section. Nothing in this section shall prevent the Parties from amending the total amount of this Agreement in accordance with section 8.9.

3.2 Compensation for Time. Subject to the Cap in section 3.1, in consideration of full and satisfactory performance of the services requested, OIG shall pay Expert fees billed in accordance with the following fee schedule:

- (a) **Medical Records Review Services.** Time for services includes research,

consultations, records and document review, preparation of reports and letters, and any other time reasonably relating to such activities: \$200.00 per hour.

- (b) **Litigation-Related Services.** Time for services relating to appearances and testimony involving filed litigation, including but not limited to depositions and or trial testimony: \$400.00 per hour.
- (c) **Travel Time.** Travel rates will be \$30.00 per hour calculated from the time of Expert's departure from home or office to the time of arrival at the location specified by the OIG.
- (d) **Other Time.** Where Expert is required by the adverse party to attend a deposition, in the event that the adverse party neglects or fails to pay for such time as may be required by the applicable rules or agreement, then HHSC indemnifies Expert for said cost and time in accordance with the terms of this Agreement.

3.3 Billable Time. All times must be billed in one-quarter hour increments and reflect only actual time spent. OIG will not pay for review, execution, or processing by Expert relating to the submission of invoices.

3.4 Billing Process.

- 3.4.1 Expert shall submit itemized invoices for reimbursement to the attention of:

HHSC Accounts Payable

HHSC_AP@hhsc.state.tx.us

AND

HHS – Office of Inspector General

IG_Contracts@hhs.texas.gov

- 3.4.2 Expert's itemized invoices shall describe the document received or reviewed and shall include the contract number, case number, Expert's Texas Identification Number (TIN), and the OIG point of contact who assigned the case review.
- 3.4.3 OIG will review and validate all invoices. Upon final approval, OIG will authorize payment and process all invoices.

3.5 Reimbursement of Expenses: Subject to the Cap in section 3.1, if onsite review, consultation, or testimony is requested by OIG or required, Expert will be reimbursed for reasonable actual travel expenses incurred (including meals, lodging, mileage and coach class round trip airfare, car rental charges), directly and solely in support of this Agreement and written approval by the OIG in advance. Expert acknowledges and agrees that Expert will not be reimbursed for expenses that are prohibited or that exceed the allowable amounts payable to employees of the state of Texas. The maximum reimbursement rate for meals and lodging applicable to this Agreement may be viewed at this website: <http://www.gsa.gov/portal/category/21287>.

- 3.5.1 OIG will reimburse mileage for personal vehicle use at an amount not to exceed the Texas Comptroller's travel and mileage reimbursement rates effective at the

time of travel.

- 3.5.2 A rental car may be used if the Expert is traveling over 150 miles. Rental car expenses shall not exceed the “full size” car pricing.
- 3.5.3 Airline fares must be considered at the lowest rates. Expert may not fly on special or first-class flights.
- 3.5.4 Other approved travel expenses not listed will be reviewed and considered on a case-by-case basis.

4. Agreement Term

- 4.1 **Primary Term.** The Agreement shall be effective upon the signature date of the last signatory to this Agreement and shall continue for a two-year period (“the Primary Term”), except as otherwise provided by this Agreement.
- 4.2 **Optional Extension Term.** If and as requested by the OIG, HHSC shall have the right to extend the Primary Term of this Agreement, in any increment of months, for up to eighteen (18) months. (“Optional Extension Term”).
- 4.3 HHSC may enter into no more than two (2) Optional Extension Terms.
- 4.4 The Primary Term plus the Optional Extension Term(s), if applicable, shall constitute the “Agreement Term.”
- 4.5 The Agreement Term shall not exceed five (5) years.

5. Termination of Agreement.

This Agreement may be canceled by mutual consent. In addition, either Party to this Agreement may cancel it by the giving of at least 30 days’ notice in writing to the other Party. This Agreement is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, health and human service agency consolidations, or any other disruption of current appropriations, this Agreement will be terminated immediately. HHSC agrees to pay Expert for fees and expenses incurred to the time of cancellation subject to the payment terms of this Agreement. If Expert refuses upon request to testify for the OIG for any reason, HHSC shall not be required to pay Expert for any time Expert spent in preparation for testimony not given.

6. Agreement Representatives.

The following will act as the Representative authorized to administer activities under this Agreement on behalf of their respective Party.

HHS-OIG

Name: Sandy Fang
Title: Contract Administration Manager
Mailing Address: 4601 Guadalupe Street, Austin TX 78751
Phone Number: (512) 568-1638
Email Address: IG_Contracts@hhs.texas.gov

Expert

Name: Dr. Stephen Yurco, III
Mailing Address: [REDACTED], Austin TX 78703
Phone Number: (512) 784-4989

Email Address: syrco@aol.com

7. Notices

7.1 All notices, demands, requests, approvals, and other instruments, given pursuant to this Agreement shall be in writing and shall be validly given on: (i) the date of delivery by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Services. All notices under the Agreement shall be sent to a party at the respective address indicated below or to such other party in writing.

HHS

Texas Health and Human Services
Office of Inspector General
4601 Guadalupe Street
Austin TX 78751
Attention: Chief Counsel

Expert

Dr. Stephen Yurco, III
[REDACTED]
Austin TX 78703

7.2 The Expert must:

- 7.2.1 Maintain at all times at least one active email address for the receipt of contract-related communications from OIG. It is the Expert's responsibility to monitor this email address for contract-related information.
- 7.2.2 Notify the OIG Contract Manager (IG_Contracts@hhs.texas.gov) within five (5) business days of any changes to the status of the Expert's professional license or board certification, or whether a complaint that has been filed against the Expert's license, or an investigation of the Expert's license or board certification is being initiated.
- 7.2.3 Notify the OIG Contract Manager (IG_Contracts@hhs.texas.gov) within one (1) business day, or as soon as practical, whichever is earlier, of determining that the Expert's opinion or the substance of the Expert's anticipated testimony has changed or will change.
- 7.2.4 Notify the OIG Contract Manager (IG_Contracts@hhs.texas.gov) within one (1) business day of receiving a request for information pursuant to the Texas Public Information Act.

8. Miscellaneous

8.1 **Payment of Debt or Delinquency to the State.** As required by §2252.903 of the Texas Government Code, Expert agrees that any payments owing to Expert under this Agreement may be applied directly toward any debt or delinquency that Expert owes the state of Texas or any agency of the state of Texas regardless of when it arises, until the debt or delinquency is paid in full.

8.2 **Products and Materials Produced in Texas.** Expert agrees that as required by section

2155.4441 of the Texas Government Code, in performing the services required and its other duties and other obligations under this Agreement, Expert will purchase products and materials that are available at a price and delivery time comparable to products and materials produced outside of Texas.

8.3 Texas Family Code Child Support Certification. Pursuant to §231.006 of the Texas Family Code, Expert certifies that it is not ineligible to enter into this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

8.4 Nondiscrimination. Expert warrants it will comply with all federal, state, and local laws, as well as HHSC and OIG policies applicable to performance under this Agreement, including, nondiscrimination, equal employment opportunity, and affirmative action. Additionally, OIG requires Expert to maintain a high standard of professionalism and that he will not discriminate or make discriminatory remarks based on race, color, religion, sex, national origin, age, disability, sexual preference, genetic information, veteran status, political affiliation, or religious beliefs.

8.5 Severability. In the event any provision of this Agreement becomes unenforceable or void, all other provisions of this Agreement will remain in effect.

8.6 Re-assignment of the Agreement. This Agreement may not be assigned without the written consent of the non-assigning Party.

8.7 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or oral or written agreements between OIG and Expert regarding the matters provided for in this Agreement.

8.8 Amendments. This Agreement may be amended only by written agreement signed by the authorized representatives of both parties.

8.9 Governing Law; Venue and Jurisdiction. This Agreement shall be governed and enforced by the laws of the state of Texas. Venue for any suit concerning this Agreement shall be in a court of competent jurisdiction in Travis County, Texas.

8.10 Dispute Resolution. The dispute resolution process provided for in Chapter 2260 (Resolution of Certain Contract Claims Against the State) of the Texas Government Code shall be used, as further described below, by HHSC and the Expert to attempt to resolve any claim made by the Expert that HHSC has breached a term or condition of this Agreement:

- (a) Expert's claims for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided for in Chapter 2260, Subchapter B (Negotiation of Claims), of the Texas Government Code. To initiate the process, Expert shall submit written notice, as provided in the notice provision of the Agreement. The notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy

of the notice shall also be given to all other representatives of OIG and Expert otherwise entitled to notice under the parties' contract.

- (b) Compliance by Expert with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.
- (c) The contested case process provided in Chapter 2260, Subchapter C (Contested Case Hearing), of the Texas Government Code is the Expert's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by HHSC OIG if the parties are unable to resolve their disputes under subparagraph (A) of this subchapter.
- (d) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by OIG nor any other conduct of any representative of OIG relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
- (e) Neither the occurrence of an event, nor the pendency of a claim constitutes grounds for the suspension of performance by Expert, in whole or in part.
- (f) Imposition of sanctions under this Agreement does not authorize the use of the Dispute Resolution process under Chapter 2260.

8.11 Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of the state's sovereign immunity. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to 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 state of Texas under this Agreement 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. HHSC does not waive any privileges, rights, defenses, or immunities available to HHSC by entering into this Agreement or by its conduct prior to or subsequent to entering into this Agreement.

8.12 Record Retention. Expert will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to OIG, 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 Agreement and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Agreement, Expert will maintain legible copies of this Agreement 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 Agreement, whichever is later.

8.13 Access. Expert understands that acceptance of funds under this Agreement acts as acceptance of the authority of HHSC OIG or the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Expert further agrees to cooperate fully with HHSC OIG or the State Auditor's Office, or any successor agency, in the conduct of the audit or investigation, including providing all records requested.

8.14 Independent Vendor/ No Agency or Partnership. It is the intent of HHSC and Expert that the Expert is an independent Expert and not an employee of HHSC for any

purpose. The Expert and HHSC understand and agree that (a) HHSC will not withhold or pay on behalf of Expert any sums for income tax, unemployment insurance, social security, or any other withholding, or make available to the Expert any of the benefits, including workers' compensation, insurance coverage, and health and retirement benefits afforded to employees of HHSC, (b) all such withholdings, payments and benefits, if any, are the sole responsibility of Expert, and (c) Expert must indemnify and hold harmless HHSC from any damages or liability, including attorneys' fees and legal expenses, incurred by OIG with respect to such payments, withholdings, and benefits. It is expressly acknowledged and agreed by and between OIG and Expert that nothing in this Agreement is intended to create a joint venture relationship, a partnership relationship, or a principal/agent relationship. Expert will be solely and entirely responsible for its acts in the performance of this Agreement.

8.15 Confidentiality (i) Expert agrees to safeguard the confidentiality of any confidential information supplied by the OIG. Expert agrees to destroy all copies of confidential information in possession of the Expert at the termination of this Agreement. "Confidential Information" includes any document or information supplied in any form, or any portion thereof that contains:

- (1) Client Information, including Personal Identifying Information defined by Texas Business and Commerce Code Chapter 521;
- (2) Protected Health Information (PHI) in any form including, Electronic Protected Health Information or Unsecured Protected Health Information, that identifies an individual or subscriber in any manner and relates to the past, present, or future care, services, or supplies relating to the physical or mental health or condition of such individual, the provision of health care to such individual, or the past, present, or future payment for the provision of health care to such individual, as defined in the Health Insurance Portability and Accountability Act;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information defined in Internal Revenue Service Publication 1075;
- (5) Social Security Administration Data, defined as records, information, or data made by the Social Security Administration to HHS for its administration of federally funded benefit programs under the Social Security Act including, without limitation, Medicaid information; and
- (6) 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.

Confidential information includes, among other things, medical bills, claims forms, charge sheets, medical records, medical charts, test results, notes, dictation, invoices, itemized billing statements, remittance advice forms, and explanations of benefits, checks, notices, and requests. Confidential information also includes, among other things, all notes, summaries, compilations, extracts, abstracts, or oral communications that contain, are based on, or are derived from confidential information. Confidential information also includes, among other things, any information protected from disclosure under Tex. Health

& Safety Code Ch. 595, Texas Human Resources Code §§ 12.003 and 21.012, and 42 CFR § 431.300 et seq.

(ii) Expert acknowledges and agrees that all information obtained by the Expert and impressions formed by the Expert in the course of the Expert's services shall be confidential and disclosed only to the OIG or other parties as may be specifically authorized by the OIG. This provision shall survive the termination of the Agreement.

8.16 Conflict of Interest. Expert certifies that it does not have any potential or actual conflict of interest to HHSC, including the OIG, the Office of the Attorney General of OAG, or the state of Texas. Expert shall immediately notify OIG and the OAG, in writing, upon discovery of any actual or potential discovery. Expert agrees that during the life of this Agreement, Expert shall not provide any other person, firm corporation, or other entity in connection with the matters that are the subject of this Agreement without the prior written of the OIG and the OAG.

8.17 Compliance with Laws. Expert hereby agrees to comply with all state of Texas, federal, and local laws applicable to its performance under this Agreement.

8.18 Counterparts and Facsimile Signatures. If the parties sign this Agreement in counterparts, each will be deemed an original but all counterparts together will constitute one instrument. This Agreement may be executed by facsimile signature, which shall be treated as an original signature.

8.19 Federal Assurances. Expert further certifies that the Federal Assurances that are incorporated into the Contract as Attachment A, have been reviewed and that Expert is in compliance with each of the requirements reflected in the Assurances.

Each party is signing this Agreement on the date stated under that party's signature.


HEALTH AND HUMAN SERVICES COMMISSION

By:  _____
DocuSigned by:
B2F9722200C140F...
Name: Steve Johnson

Title: Chief of Investigations and Reviews

Date of Signature: 1/25/2024

EXPERT: Dr. Stephen Yurco, III

By:  _____
DocuSigned by:
A89D875211B34AD...
Name: Dr. Stephen Yurco

Title: Medical Doctor

Date of Signature: 1/25/2024

**THE FOLLOWING DOCUMENTS ARE ATTACHED AND THEIR RESPECTIVE TERMS ARE
HEREBY INCORPORATED INTO THIS CONTRACT BY REFERENCE:**

- Attachment A: Federal Assurances – Non-Construction Programs
- Attachment B: Contract Affirmations

[View Burden Statement](#)OMB Number: 4040-0007
Expiration Date: 02/28/2025**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.

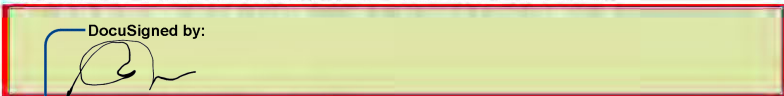
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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 Medical Doctor
APPLICANT ORGANIZATION N/A	DATE SUBMITTED 1/25/2024

HEALTH AND HUMAN SERVICES**Contract Number** HHS001435200001**Attachment B CONTRACT AFFIRMATIONS**

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

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

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

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

3. **Public Information Act**

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. **Contracting Information Requirements**

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

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

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

8. Release from Liability

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

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

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

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

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

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

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

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

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

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

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

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

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

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

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

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

32. Unfair Business Practices

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

33. Entities that Boycott Israel

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

34. E-Verify

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

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

35. Former Agency Employees – Certain Contracts

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

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

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

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

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

37. Abortion Funding Limitation

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

1. performs an abortion procedure that is not reimbursable under the state’s Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

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

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

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. False Representation

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

52. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

53. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

54. Equal Employment Opportunity

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

55. Federal Occupational Safety and Health Law

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

56. Signature Authority

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

Signature Page Follows

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

Dr. Stephen Yurco

Legal Name of Contractor

Stephen Yurco MD

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Travis

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')

Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

DocuSigned by:



A89D875211B34AD

Signature of Authorized Representative

1/25/2024

Date Signed

Dr. Stephen Yurco

Medical Doctor

**Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name**

Title of Authorized Representative

████████████████████

Austin, TX, 78703

Physical Street Address

City, State, Zip Code

Same

Same

Mailing Address, if different

City, State, Zip Code

512-784-4988

Phone Number

Fax Number

████████████████████

Email Address

DUNS Number

████████████████████

70060210518

Federal Employer Identification Number

Texas Identification Number (TIN)

N/A

N/A

Texas Franchise Tax Number

**Texas Secretary of State Filing
Number**

N/A

SAM.gov Unique Entity Identifier (UEI)