

AGENDA ITEM # 31

April 14, 1998

Open and consider awarding proposals for professional appraisal services for Anderson Mill Road.

Moved: Commissioner Boatright

Seconded: Commissioner Heiligenstein

Motion: To note authorization for Precinct #1 to utilize one or all three of the AEGIS Group, Inc., Austin Evaluation Consultings, Inc. and Kokel & Associates for professional appraisal services for Anderson Mill Road.

Vote: Motion carried 4 - 0

AGENDA ITEM #32

April 14, 1998

Discuss and take appropriate action on method of payment for transportation study.

Payment for transportation study was discussed but no action was taken on this agenda item.

AGENDA ITEM # 33

April 14, 1998

Consider approving contract with Texas Department of Health for EMS and Trauma Care funds for extraordinary emergencies.

Judge Doerfler advised the State of Texas sets aside funds for extraordinary emergencies with \$2,884.00 being the share for Williamson County.

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To approve contract with Texas Department of Health for EMS and Trauma Care funds for extraordinary emergencies.

Vote: Motion carried 4 - 0

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**GENERAL PROVISIONS FOR
TEXAS DEPARTMENT OF HEALTH CONTRACTS**

PERFORMING AGENCY and RECEIVING AGENCY (the parties) agree to make and enter into this contract, to faithfully perform the duties prescribed by this contract, and to uphold and abide by the terms and provisions of this contract. PERFORMING AGENCY and RECEIVING AGENCY agree that this contract consists of RECEIVING and PERFORMING AGENCY identifying data, Details of Attachment(s), authorized signatures, general and/or special provisions, Attachment(s) with detailed Scope(s) of Work, budget(s), and exhibit(s) as applicable. This contract represents the complete and entire understanding and agreement of the parties. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract.

The person or persons signing and executing this contract on behalf of PERFORMING AGENCY, or representing themselves as signing and executing this contract on behalf of PERFORMING AGENCY, warrant and guarantee that he, she, or they have been duly authorized by PERFORMING AGENCY to execute this contract on behalf of PERFORMING AGENCY and to validly and legally bind PERFORMING AGENCY to all of its terms, performances, and provisions.

PERFORMING AGENCY assures compliance with the following terms and conditions unless otherwise specified in the Attachment(s) hereto:

ARTICLE 1. Scope of Work

PERFORMING AGENCY shall perform the work outlined in the Scope(s) of Work contained in the Attachment(s) hereto (which is/are referenced in the Details of Attachments) and hereby incorporated into this contract for all purposes as though it were set out word-for-word in this document along with any amendments.

Satisfactory performance of this contract will be measured in part by: 1) adherence to the contract; 2) results of CPA or State Auditor reports; 3) timeliness, completeness, and accuracy of required reports; and 4) achievement of performance measures.

ARTICLE 2. Term

The time period of this contract shall be governed by the term(s) of the Attachment(s). No commitment of contract funds is permitted prior to the first day or subsequent to the last day of the term. The term may be extended or shortened by amendment(s).

ARTICLE 3. Funding

This contract is contingent upon the availability of funding for the term of the Attachment(s), and PERFORMING AGENCY will have no right of action against the State of Texas or the RECEIVING AGENCY in the event that RECEIVING AGENCY is unable to fulfill its obligations under this contract as a result of the suspension, termination, withdrawal, or failure of funding to RECEIVING AGENCY or lack of sufficient funding of RECEIVING AGENCY for any Attachment(s) to this contract. If funds become unavailable, provisions of the Termination Article will apply.

ARTICLE 4. Amendments or Modifications

No different or additional services, work, or products shall be authorized or performed except pursuant to an amendment or modification of this contract that is executed in compliance with this Article. No waiver of any term,

(Independent)

covenant, or condition of this contract shall be valid unless executed in compliance with this Article. The PERFORMING AGENCY shall not be entitled to payment for any services, work, or products which are not authorized by a properly executed contract amendment or modification.

This contract may be modified unilaterally under the terms of the Sanctions and Terminations Articles. Otherwise, this contract may not be amended or modified unless such amendment or modification is in writing and signed by individuals with authority to bind the parties.

ARTICLE 5. Severability

If any provision of this contract is construed to be illegal or invalid, this will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated herein, but all other provisions will continue.

ARTICLE 6. Applicable Laws and Standards

This contract will be governed by the laws of the State of Texas and enabling state and federal regulations, including federal grant requirements applicable to funding sources.

PERFORMING AGENCY agrees the Uniform Grant and Contract Management Act (UGCMA), Texas Government Code, Chapter 783, VTCA, and the Uniform Grant and Contract Management Standards (UGCMS) as amended by revised federal circulars and incorporated in UGCMS by the Governor's Budget and Planning Office, apply as terms and conditions of this contract, and are adopted by reference in their entirety. If a conflict arises between the provisions of this contract and the provisions of UGCMA and UGCMS, the provisions of UGCMA and UGCMS will prevail unless expressly stated otherwise. A copy of the UGCMS manual and its references will be provided to PERFORMING AGENCY by RECEIVING AGENCY upon request.

PERFORMING AGENCY must obtain prior approval from RECEIVING AGENCY for major project changes which are specified in the applicable Administrative Requirements and Costs Principles. A listing of the Administrative Requirements and Cost Principles is contained in this contract in the Allowable Costs and Audit Requirements Article. Copies of these documents will be provided to PERFORMING AGENCY by RECEIVING AGENCY upon request and are incorporated by reference as a condition of this contract.

In accordance with 31 USC §1352, PERFORMING AGENCY may not use funds granted under this contract to lobby Congress or any agency in connection with a specific grant or contract. If at any time a contract exceeds \$100,000, the PERFORMING AGENCY shall certify that none of the funds provided by RECEIVING AGENCY to PERFORMING AGENCY have been used for payment to lobbyists. Regardless of funding source, if a contract Attachment exceeds \$100,000, PERFORMING AGENCY shall provide to RECEIVING AGENCY a certification of the names of any and all registered lobbyists with whom PERFORMING AGENCY has an agreement. PERFORMING AGENCY shall forward to RECEIVING AGENCY the executed certification form along with the names of any lobbyists, if applicable, within 90 days of receipt of the executed contract. The certification form is available from RECEIVING AGENCY upon request.

In accordance with the Tax Code, Chapter 171, VTCA, PERFORMING AGENCY, if a corporation, certifies by execution of this contract that its payment of franchise taxes is currently in "good standing" with the State of Texas. If PERFORMING AGENCY is exempt from payment of franchise taxes, PERFORMING AGENCY certifies by execution of this contract that it is not subject to the State of Texas franchise tax. A false statement regarding franchise tax status will be treated as a material breach of this contract and may be grounds for termination at the option of RECEIVING AGENCY. If franchise tax payments become delinquent during the Attachment term, payments under this contract will be withheld until PERFORMING AGENCY's delinquent franchise tax is paid in full.

(Independent)

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RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

ARTICLE 7. Debarment and Suspension

PERFORMING AGENCY further certifies by execution of this contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. PERFORMING AGENCY certifies, by submission of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the PERFORMING AGENCY is unable to certify to any of the statements in this certification, PERFORMING AGENCY shall attach an explanation. PERFORMING AGENCY specifically asserts that it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency and that it is not subject to an outstanding judgment in a suit against PERFORMING AGENCY for collection of the balance. A false statement regarding PERFORMING AGENCY's status will be treated as a material breach of this contract and may be grounds for termination at the option of RECEIVING AGENCY.

ARTICLE 8. Assurance

PERFORMING AGENCY shall 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.

To the extent such provisions are applicable to PERFORMING AGENCY, PERFORMING AGENCY agrees to fully comply with the following:

- A. Title VI of the Civil Rights Act of 1964, 42 USC §§2000d, *et seq.*;
- B. Section 504 of the Rehabilitation Act of 1973, 29 USC §794(a);
- C. The Americans with Disabilities Act of 1990, 42 USC §§12101, *et seq.*; and
- D. All amendments to each and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

Collectively, such requirements obligate RECEIVING AGENCY to provide services without discrimination on the basis of race, color, national origin, age, sex, disability, or political or religious beliefs. PERFORMING AGENCY agrees that in carrying out the terms of this contract, it will do so in a manner which will assist RECEIVING AGENCY to comply with such obligations to the fullest extent of PERFORMING AGENCY's ability. PERFORMING AGENCY will use its best efforts to make available employment opportunities for qualified disabled individuals.

PERFORMING AGENCY agrees to comply with the:

- A. Texas Labor Code, Chapter 21, VTCA, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age.
- B. Immigration Reform and Control Act of 1986, 8 USC §§1324a, *et seq.*, as amended, regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, who will perform any labor or services under this contract.
- C. Pro-Children Act of 1994, 20 USC §§6081-6084, regarding the provision of a smoke-free workplace and promoting the non-use of all tobacco products.
- D. Environmental standards which may be prescribed pursuant to the following:

- (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§4321-4332 and Executive Order 11514 "Protection and Enhancement of Environmental Quality."
 - (2) Notification of violating facilities pursuant to Executive Order 11738 "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans."
 - (3) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§7401 - 7642.
 - (4) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 21 USC §349, 42 USC §§300f-300j.
- E. If applicable, the National Research Service Award Act of 1971, 42 USC §289L-1 and 20 USC §§2080-6081, regarding the protection of human subjects involved in research, development, and related activities supported by any applicable award of federal assistance.
- F. If applicable, the Clinical Laboratory Improvement Amendments of 1988, 42 USC §263a, which establish federal requirements for the regulation and certification of clinical laboratories.
- G. If applicable, the Occupational Safety and Health Administration Regulations on Bloodborne Pathogens, 56 Fed. Reg. 64175 (1991), 29 CFR §1919.030, which set safety standards for those workers and facilities who may handle bloodborne pathogens.

As required by Texas Family Code, Section 231.006, VTCA, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, the PERFORMING AGENCY agrees to comply with these provisions, certifies that it is not ineligible to receive the payments specified in this contract, and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

PERFORMING AGENCY agrees to comply with the requirements of the Texas Workers' Compensation Act, Labor Code, Chapters 401-406, VTCA, and rules promulgated thereunder found at 28 Texas Administrative Code (TAC), Chapter 410, et seq., which cover compensation for employees' injuries.

PERFORMING AGENCY warrants that hardware, software, and firmware products used individually or together as a system to comply with RECEIVING AGENCY contract requirements will be year-2000-compliant on or before the date such hardware, software, firmware and systems are to be impacted. RECEIVING AGENCY warrants that hardware, software, and firmware products used individually or together as a system, developed by RECEIVING AGENCY, and provided to PERFORMING AGENCY for operation will be year-2000-compliant on or before the date such hardware, software, firmware and systems are to be impacted.

PERFORMING AGENCY assures it shall not transfer, assign or sell its interest in this contract, or in any equipment purchased with funds from this contract, without the written consent of the RECEIVING AGENCY.

ARTICLE 9. Certification Regarding License, Certificate, or Permit

PERFORMING AGENCY, by acceptance of funds provided through contract Attachment(s), agrees and assures that personnel paid from these funds are duly licensed and/or qualified to perform the required services.

PERFORMING AGENCY certifies by signing this contract that, in accordance with Section 163 of Article IX of the General Appropriations Act, 75th Legislature, no owner, operator, or administrator of the PERFORMING AGENCY has had a license, certificate, or permit revoked by any of the Texas state agencies listed below:

- Adjutant General's Department
- Board of Private Investigators and Private Security Agencies
- Interagency Council on Early Childhood Intervention
- Texas Alcoholic Beverage Commission
- Texas Cancer Council
- Texas Children's Trust Fund of Texas Council
- Texas Commission for the Deaf and Hard of Hearing
- Texas Commission on Alcohol and Drug Abuse
- Texas Commission on Jail Standards
- Texas Commission on Law Enforcement Officers Standards & Education
- Texas Commission on Fire Protection
- Texas Council on Sex Offender Treatment
- Texas Criminal Justice Policy Council
- Texas Department of Criminal Justice
- Texas Department of Human Services
- Texas Department of Mental Health & Mental Retardation
- Texas Department of Protective and Regulatory Services
- Texas Department of Public Safety
- Texas Department of Health
- Texas Health & Human Services Commission
- Texas National Guard Armory Board
- Texas Polygraph Examiners Board
- Texas Rehabilitation Commission
- Texas Youth Commission

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ARTICLE 10. Standards For Financial and Programmatic Management

PERFORMING AGENCY shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS as detailed in RECEIVING AGENCY's Financial Administrative Procedures Manual. Those requirements shall include at a minimum:

- A. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
- B. Financial management systems including accurate, correct, and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allowability, and allocability of costs; and timely and appropriate audits and resolution of any findings; and,
- C. Billing and collection policies, including a charge schedule, a system for discounting or adjusting charges based on a person's income and family size, and a mechanism capable of billing and making reasonable efforts to collect from patients and third parties.

In addition, PERFORMING AGENCY shall bill third party payors, at no cost to the client, for services provided under the Attachment(s). These potential payors include, but are not limited to, Medicaid, private insurance carriers, other available federal, state, local, and private funds. PERFORMING AGENCY shall become a Medicaid provider for eligible activities funded in the Attachment(s) hereto and will maximize efforts to obtain payment from Medicaid and all other available sources.

PERFORMING AGENCY, if designated a 501(c)(3) organization as defined in the Internal Revenue Service Code or a for-profit organization, and its governing board, shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. Such responsibility shall include: accountability for all funds and materials received from the RECEIVING AGENCY; compliance with RECEIVING AGENCY rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and RECEIVING AGENCY's monitoring processes. Further, PERFORMING AGENCY's governing board shall ensure separation of powers, duties, and functions of board members and staff. Ignorance of any contract provisions or other requirements contained or referenced in this contract shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

ARTICLE 11. Allowable Costs and Audit Requirements

Only those costs allowable under UGCMS and any revisions thereto plus any applicable federal cost principles are eligible for reimbursement under this contract. Applicable cost principles, audit requirements, and administrative requirements are as follows:

Applicable Cost Principles*	Audit Requirements*	Administrative Requirements*
OMB Circular A-87, State & Local Governments	OMB Circular A-133 and UGCMS	UGCMS
OMB Circular A-21, Educational Institutions	OMB Circular A-133	OMB Circular A-110
OMB Circular A-122, Non-Profit Organizations	OMB Circular A-133 and UGCMS	UGCMS

* OMB Circulars shall be applied with the modifications prescribed by UGCMS.

To be eligible for reimbursement under this contract, a cost must have been incurred by PERFORMING AGENCY within the applicable Attachment term prior to claiming reimbursement from RECEIVING AGENCY. Vouchers for costs encumbered by the last day of the applicable Attachment term must be received by RECEIVING AGENCY no later than 45 days after the end of the applicable Attachment term.

PERFORMING AGENCY or the AUTHORIZED CONTRACTING ENTITY shall arrange for a financial and compliance audit (Single Audit) if required by OMB Circular A-133 and/or UGCMS. The audit shall be of PERFORMING AGENCY's or the AUTHORIZED CONTRACTING ENTITY's fiscal year. The audit must be conducted by an independent certified public accountant and must be in accordance with applicable OMB Circulars, Government Auditing Standards, and UGCMS. PERFORMING AGENCY shall procure audit services in compliance with state procurement procedures, as well as the provisions of UGCMS.

If PERFORMING AGENCY is not required to have a Single Audit, RECEIVING AGENCY will provide PERFORMING AGENCY with written audit requirements if a limited scope audit will be required.

Within 30 days of receipt of the audit reports required by this section, PERFORMING AGENCY/AUTHORIZED CONTRACTING ENTITY shall submit a copy to RECEIVING AGENCY's Internal Audit Division.

ARTICLE 12. Overtime Compensation

PERFORMING AGENCY shall not use any of the funds provided by the Attachment(s) hereto to pay the premium portion of overtime. PERFORMING AGENCY shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the normal rate of pay for hours worked in excess of normal working hours.

ARTICLE 13. Terms and Conditions of Payment

For services satisfactorily performed pursuant to the Scope(s) of Work set out in the Attachment(s) hereto, PERFORMING AGENCY will receive reimbursement for allowable costs. Reimbursements are contingent on a signed contract and will not exceed the total of each Attachment(s) hereto. The PERFORMING AGENCY is not entitled to, and shall not pursue, payment for any claim unless the service, work, or product forming the basis of the claim has been authorized in accordance with this contract.

PERFORMING AGENCY must submit claims for reimbursement on a State of Texas Purchase Voucher (TDH Form B-13) or any other form designated by the RECEIVING AGENCY. PERFORMING AGENCY shall submit vouchers for reimbursement monthly within 20 days following the end of the month covered by the bill. PERFORMING AGENCY shall submit a reimbursement claim as a final close-out bill not later than 45 days following the end of the applicable Attachment term(s). Claims submitted and postmarked more than 45 days following the end of the applicable Attachment term may or may not be reimbursed, at the discretion of the RECEIVING AGENCY.

PERFORMING AGENCY may request, in writing, to be placed on Direct Deposit status. If this request is approved by RECEIVING AGENCY, PERFORMING AGENCY will no longer receive copies of reimbursement vouchers.

Funding from this contract may not be used to supplant state or local funds, but PERFORMING AGENCY shall use such funds to increase state or local funds currently available to PERFORMING AGENCY for a particular activity. PERFORMING AGENCY shall maintain its current level of support, if possible.

PERFORMING AGENCY shall refund to RECEIVING AGENCY within 30 days any funds PERFORMING AGENCY claims and receives from RECEIVING AGENCY for the reimbursement of costs which are determined by RECEIVING AGENCY to be ineligible for reimbursement.

RECEIVING AGENCY will have the right to withhold all or part of any future payments to PERFORMING AGENCY to offset any reimbursement made to PERFORMING AGENCY for any ineligible expenditures not refunded to RECEIVING AGENCY by PERFORMING AGENCY. Repayment may be taken from funds available under any contract Attachment, active or expired, with the same funding source in amounts necessary to fulfill PERFORMING AGENCY repayment obligations.

Without waiving rights to impose other sanctions, RECEIVING AGENCY shall temporarily or permanently withhold payment(s) from PERFORMING AGENCY for the following programmatic and financial noncompliance items:

- failure to submit required financial reports for previous quarters or for the final period;
- failure to respond to financial compliance monitoring reports;
- failure to submit required independent audit reports;
- failure to meet program requirements as specified in an Attachment's Scope of Work;
- inadequate or inappropriate resolution of program or financial monitoring findings

- and for other items of noncompliance.

ARTICLE 14. Advance Payments

PERFORMING AGENCY may request, and with proper justification and RECEIVING AGENCY's approval, receive a one-time advance for each Attachment. Advance funds may be drawn only to meet immediate cash needs for disbursement. PERFORMING AGENCY must request the advance on a State of Texas Purchase Voucher at the beginning of the applicable Attachment period or at a later time in the applicable Attachment period if circumstances so warrant. The Purchase Voucher must be accompanied by written justification and supporting documentation as specified in RECEIVING AGENCY's Financial Administrative Procedures Manual, REIMBURSEMENT PROCEDURES.

If RECEIVING AGENCY concurs with PERFORMING AGENCY's request for an advance, RECEIVING AGENCY will determine the amount of the advance by the amount and term of the applicable Attachment(s). For each Attachment, the amount of the advance shall not exceed an amount equal to the amount of the Attachment divided by the number of months covered by the Attachment multiplied by two (2) less any Program Income carried forward from the previous year. Advance funds will be liquidated during the applicable Attachment term so that, after the final monthly billing, PERFORMING AGENCY will not have advance funds on hand.

Amendments to applicable Attachment(s) which increase or decrease the total amount of the Attachment may require upward or downward adjustment to the allowable advance in accordance with the above formula. In the case of a downward adjustment, RECEIVING AGENCY will determine the amount of adjustment to the advance and the method of repayment. If PERFORMING AGENCY is requesting an upward adjustment, PERFORMING AGENCY must submit to RECEIVING AGENCY a written justification and State of Texas Purchase Voucher in the amount necessary to correct the ratio.

ARTICLE 15. Program Income

PERFORMING AGENCY may develop a fee for service system and a schedule of fees for personal health services in accordance with the provisions of Chapter 12, Subchapter D, Health and Safety Code, VTCA; the Texas Board of Health rules covering Fees for Clinical Health Services, 25 TAC § 1.91; and other applicable laws provided, however, that a patient may not be denied a service due to inability to pay.

Both parties agree that all revenues directly generated by an Attachment(s) supported activity or earned only as a result of the Attachment(s) during the term of the Attachment(s) are considered program income. PERFORMING AGENCY shall identify and report this income quarterly and annually utilizing the forms and frequencies specified in the Financial Reports Article of these provisions.

PERFORMING AGENCY shall retain the program income and select either the additive or deductive method for calculating program income:

- Under the additive method, PERFORMING AGENCY will add the program income to the funds already committed to the project by both the RECEIVING AGENCY and PERFORMING AGENCY. PERFORMING AGENCY shall use program income to further the program objectives of the state/federal statute under which the Scope of Work for the Attachment(s) was made, and PERFORMING AGENCY shall spend program income on the same project in which it was generated. Program income earned in a current budget period and not expended in that budget period may be carried forward to the next budget period, but PERFORMING AGENCY must spend the program income in the next budget period or the program income shall be deducted from

program expenditures. This policy will apply unless specifically stated otherwise in the Special Provisions of the applicable contract Attachment(s).

Under the deductive method, the PERFORMING AGENCY shall deduct the program income from the total allowable costs to determine the net allowable costs.

RECEIVING AGENCY may base future funding levels, in part, upon the PERFORMING AGENCY's proficiency in identifying, billing, collecting, and reporting program income, and in utilizing it for the purposes and conditions of the applicable Attachment(s).

ARTICLE 16. Financial Reports

Financial reports are required as provided in UGCMS, and PERFORMING AGENCY shall file them regardless of whether or not expenses have been incurred.

PERFORMING AGENCY shall submit a Financial Status Report, State of Texas Supplemental Form 269a (TDH Form GC-4a), within 30 days following the end of each of the first three quarters. PERFORMING AGENCY shall submit a final financial report on State of Texas Supplemental Form 269a (TDH Form GC-4a), not later than 45 days following the end of the Attachment term(s). PERFORMING AGENCY shall submit a State of Texas Purchase Voucher if all costs have not been recovered, or PERFORMING AGENCY shall refund excess monies if costs incurred were less than funds received.

ARTICLE 17. Reports and Inspections

PERFORMING AGENCY shall submit financial, program, and progress reports as requested by RECEIVING AGENCY in the format agreed to by the parties hereto. PERFORMING AGENCY shall provide RECEIVING AGENCY such other reports as are determined by RECEIVING AGENCY to be necessary for the accomplishment of the objectives of this contract. If PERFORMING AGENCY is legally prohibited from providing such reports, it shall immediately notify RECEIVING AGENCY of this fact. PERFORMING AGENCY's failure to comply with these requirements shall be grounds for the imposition of sanctions as provided for in the Sanctions Article.

RECEIVING AGENCY and, when federal funds are involved, any authorized representative(s) of the federal government have the right, at all reasonable times, to inspect or otherwise evaluate the work (including client or patient records) performed by PERFORMING AGENCY and its subcontractor(s), if any, and the premises on which it is being performed, including subcontractors. PERFORMING AGENCY and its subcontractor(s) shall participate in inspections and provide reasonable access, facilities, and assistance to the representatives. All inspections and evaluations will be performed in such a manner as will not unduly interfere with the work.

PERFORMING AGENCY and its subcontractor(s), if any, shall give RECEIVING AGENCY and the federal government, or any of their duly authorized representatives, access to any pertinent books, documents, papers, and client or patient records of PERFORMING AGENCY and its subcontractor(s), if any, for the purpose of making audit, examination, excerpts, and transcripts of transactions related to contract Attachment(s). RECEIVING AGENCY will have the right to audit billings both before and after payment. Payment under Attachment(s) will not foreclose the right of RECEIVING AGENCY to recover excessive or illegal payments.

Any deficiencies identified by RECEIVING AGENCY upon examination of PERFORMING AGENCY's records will be conveyed in writing to PERFORMING AGENCY. PERFORMING AGENCY's resolution of findings will also be conveyed in writing to RECEIVING AGENCY within 30 days of receipt of RECEIVING AGENCY's findings. A determination by RECEIVING AGENCY of either an inadequate or inappropriate resolution of the findings may result in the withholding of funds, as provided in the Terms and Conditions of Payment Article and the Sanctions

Article. Any such withholding of funds will remain in effect until the deficiencies are properly remedied as determined by RECEIVING AGENCY.

PERFORMING AGENCY will retain all such records for a period of three years from the date of the last expenditure report submitted under contract Attachment(s) or until all audit questions are resolved, whichever time period is longer.

ARTICLE 18. Client Records

PERFORMING AGENCY, or any subcontractor, shall not transfer an identifiable client record, including a patient record, to another entity or person without written consent from the client or patient, or someone authorized to act on his or her behalf; however, the RECEIVING AGENCY may require the PERFORMING AGENCY, or any subcontractor, to transfer a client or patient record to another agency or to the RECEIVING AGENCY if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient.

At the end of the Attachment term, all client or patient records are the property of PERFORMING AGENCY. PERFORMING AGENCY shall give RECEIVING AGENCY access to the records or provide copies for audit, examination, evaluation, inspection, litigation, or other circumstances that may arise, to the extent authorized by law.

If at any time during the Attachment term(s), PERFORMING AGENCY and/or RECEIVING AGENCY should decide to terminate the agreement, RECEIVING AGENCY may require the transfer of client or patient records as authorized by law upon written notice to PERFORMING AGENCY, either to another entity that agrees to continue the service or to RECEIVING AGENCY.

Notwithstanding any other provision herein, if requested by RECEIVING AGENCY, the PERFORMING AGENCY shall share all patient information with the RECEIVING AGENCY when the contract involves patient care by the PERFORMING AGENCY. The PERFORMING AGENCY shall attempt to obtain a release of medical information from the client or patient or someone authorized to act on his or her behalf permitting the transfer of information outside the PERFORMING AGENCY on forms supplied by the RECEIVING AGENCY. If the patient refuses to sign the release of information form, the information will be shared with the RECEIVING AGENCY devoid of all identifiers of a personal nature, as specified by RECEIVING AGENCY.

ARTICLE 19. Confidentiality

PERFORMING AGENCY shall have a system in effect to protect client or patient records and all other documents deemed confidential by law which are maintained in connection with the activities funded under contract Attachment(s). PERFORMING AGENCY may not disclose or transfer confidential client or patient information, including information required by the Reports and Inspections Article, except in accordance with applicable law.

If providing direct client care, services, or programs, PERFORMING AGENCY shall implement workplace policies based on the model guidelines adopted by RECEIVING AGENCY, and PERFORMING AGENCY shall educate employees and clients concerning the human immunodeficiency virus (HIV) and its related conditions, including acquired immunodeficiency syndrome (AIDS), in accordance with the Health and Safety Code, §85.113, VTCA.

ARTICLE 20. Equipment and Supplies

In accordance with Health & Safety Code, §12.053, VTCA, title to all equipment and supplies purchased from funds provided herein will be in the name of PERFORMING AGENCY throughout the Attachment(s) term(s) or until the Attachment is terminated.

Equipment is defined as tangible nonexpendable property with an acquisition cost of over \$1,000 and a useful life of more than one year, with the following exceptions: fax machines, stereo systems, cameras, video recorder/players, microcomputers, medical equipment, laboratory equipment, and printers. If the unit cost of these exception items is over \$500, they will still be considered equipment, must be approved for purchase, and are considered capital assets for inventory purposes. Medical and laboratory equipment in this category is defined as microscopes, oscilloscopes, centrifuges, balances, and incubators. Medical and laboratory equipment not included in these five categories is not considered a capital asset unless the unit value is over \$1,000.

Unless initially listed and approved in the Attachment(s), prior written approval from RECEIVING AGENCY is required for any additions to, or deletions of, approved equipment purchases meeting the above equipment definition. To receive approval to purchase data processing hardware and software or enhancements thereto, PERFORMING AGENCY must submit a detailed justification which includes description of features, make and model, and cost, etc.

PERFORMING AGENCY shall maintain a property inventory and submit an annual cumulative report (TDH Form GC-11) to RECEIVING AGENCY no later than October 15th of each year. PERFORMING AGENCY shall administer a program of maintenance, repair, and protection of assets under this contract so as to assure their full availability and usefulness. In the event PERFORMING AGENCY is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said assets.

In the event of bankruptcy, PERFORMING AGENCY agrees to sever RECEIVING AGENCY property, equipment, and supplies in possession of PERFORMING AGENCY from the bankruptcy and title reverts to RECEIVING AGENCY.

Upon termination or expiration of applicable Attachment(s), title to any remaining equipment and supplies purchased from funds as hereinabove provided reverts to RECEIVING AGENCY. Title may be transferred to any other party designated by RECEIVING AGENCY, provided, however, that RECEIVING AGENCY may, at its option and to the extent allowed by law, transfer title to such property to the PERFORMING AGENCY.

ARTICLE 21. Subcontracting

PERFORMING AGENCY may enter into agreements with subcontractors unless restricted or otherwise prohibited in specific Attachment(s): PERFORMING AGENCY agrees that it shall be responsible to RECEIVING AGENCY for the performance of any subcontractor.

If PERFORMING AGENCY enters into subcontract agreements, PERFORMING AGENCY agrees that all subcontracts shall be in writing and include the following:

- name and address of all parties;
- a detailed description of the services to be provided;
- measurable method and rate of payment and total amount of the contract;
- clearly defined and executable termination clause;
- beginning and ending dates which coincide with the dates of the applicable contract Attachment(s) or be executed annually;
- access to inspect work performed, and the premises on which it is performed, in accordance with the Reports and Inspections Article contained in this contract; and
- all clauses required by state/federal statutes, executive orders, and their implementing regulations.

PERFORMING AGENCY agrees that all subcontracts containing a categorical budget shall include audit requirements referenced in the Allowable Costs and Audit Requirements Article of this contract, as appropriate.

If PERFORMING AGENCY plans to enter into an agreement which subcontracts out a substantial portion of an Attachment's Scope of Work, prior written approval must be obtained from RECEIVING AGENCY. Subcontracts that must have prior written approval are those that exceed \$25,000 or 25% of the applicable Attachment amount, whichever is greater.

PERFORMING AGENCY shall ensure that:

- all subcontractors are fully aware of the requirements imposed upon them by state/federal statutes and regulations;
- all subcontractors comply with all financial management requirements as defined by RECEIVING AGENCY and the applicable OMB circulars;
- subcontractors complete required audits;
- an adequate tracking system is maintained to ensure timely receipt of any subcontractor's required audit reports and the resolution of any findings and questioned costs cited by these reports.

ARTICLE 22. Copyrights, Publications, and Patents

PERFORMING AGENCY agrees that all work performed that results in the production of original books, manuals, films, or other original material is the exclusive property of the RECEIVING AGENCY unless the contract Attachment(s) that result in the production of original books, manuals, films, or other original material is financed by a federal grant, the terms of which provide otherwise. All right, title, and interest in and to said property shall vest in the RECEIVING AGENCY upon creation. All work performed shall be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this contract. To the extent that title to any such work may not, by operation of law, vest in RECEIVING AGENCY or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to the RECEIVING AGENCY. RECEIVING AGENCY shall have the right to obtain and to hold in its own name any and all patents, copyrights, trademarks, service marks, certification marks, collective marks, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. PERFORMING AGENCY shall ensure all rights, titles, and interest in and to said property are secured to RECEIVING AGENCY from PERFORMING AGENCY and its subcontractors. PERFORMING AGENCY agrees to give RECEIVING AGENCY and agrees to require its subcontractors to give RECEIVING AGENCY, or any person designated by RECEIVING AGENCY, all assistance required to perfect the rights defined in this Article, without any charge or expense beyond those amounts payable to PERFORMING AGENCY for the services rendered under the contract.

PERFORMING AGENCY understands and agrees that, if federal funds are used to finance activities supported by the contract Attachment(s) that result in the production of original books, manuals, films, or other original material, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright to which a PERFORMING AGENCY or its subcontractor purchases ownership with grant support. PERFORMING AGENCY shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment shall be to the effect that "This publication was made possible by grant number _____ from (federal awarding agency)" or "The project described was supported by grant number _____ from (federal awarding agency)" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency)."

In the event the terms of a federal grant award the copyright to the PERFORMING AGENCY, RECEIVING AGENCY reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for RECEIVING AGENCY and state government purposes (1) the copyright in any work

developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

PERFORMING AGENCY may publish at its expense the results of contract performance with prior RECEIVING AGENCY review and approval. If RECEIVING AGENCY owns the copyright, any publication should include "© Texas Department of Health, 1100 West 49th Street, Austin, Texas, (the year of publication), All Rights Reserved." If the PERFORMING AGENCY is the copyright holder, any publication shall include acknowledgment of the support received from RECEIVING AGENCY. At least six copies of any such publication must be provided to RECEIVING AGENCY. RECEIVING AGENCY reserves the right to require additional copies before or after the initial review.

PERFORMING AGENCY and any subcontractor, as appropriate, must comply with the standard patent rights clauses in 37 Code of Federal Regulations §401.14 or Federal Acquisition Regulations 52.227.11.

ARTICLE 23. Hold Harmless

PERFORMING AGENCY, as an independent contractor, agrees to hold RECEIVING AGENCY and/or the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments, and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or non-performance of PERFORMING AGENCY under this contract. PERFORMING AGENCY's agreement to indemnify RECEIVING AGENCY is limited to the extent permitted under Title 5 of the Civil Practice and Remedies Code, VTCA, and to the extent allowed by any other laws. RECEIVING AGENCY, as a state governmental agency, agrees to hold PERFORMING AGENCY harmless and to indemnify it against any and all liability, suits, claims, losses, damages and judgments that arise from the performance or non-performance of RECEIVING AGENCY under this contract to the extent authorized by the governmental liability provisions of Title 5 of the Civil Practice and Remedies Code, VTCA, and to the extent allowed by any other laws.

ARTICLE 24. Bonding

PERFORMING AGENCY is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under the contract Attachment(s) up to \$100,000 that covers each employee of the PERFORMING AGENCY handling funds under this contract, including person(s) authorizing payment of such funds. The fidelity bond or insurance will provide for indemnification of losses occasioned by: 1) any fraudulent or dishonest act or acts committed by any of PERFORMING AGENCY's employees, either individually or in concert with others, and/or 2) failure of PERFORMING AGENCY or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment.

ARTICLE 25. Historically Underutilized Businesses

RECEIVING AGENCY shall comply with Texas Government Code, Chapter 2161, VTCA, and 1 Texas Administrative Code (TAC) §§111.11-111.24, whereby state agencies are required to make a good faith effort to assist historically underutilized businesses (HUBs) in receiving contract awards issued by the state to purchase "goods," which are defined as "supplies, materials, or equipment," services, or public works.

A HUB is defined in the Texas Government Code §2161.001(2), VTCA, as:

- A. a corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more socially disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management;

(Independent)

- B. a sole proprietorship created for the purpose of making a profit that is completely owned, operated, and controlled by a socially disadvantaged person;
- C. a partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more socially disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
- D. a joint venture in which each entity in the venture is a historically underutilized business; or
- E. a supplier contract between a historically underutilized business and a prime contractor under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

"Socially disadvantaged person" is defined in Texas Government Code §2161.001(3) as "... a person who is socially disadvantaged because of the person's identification as a member of a certain group, including Black Americans, Hispanic Americans, women, Asian Pacific Americans and Native Americans, and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control."

A HUB is defined in the General Appropriations Act, 75th Legislature, Regular Session, ARTICLE IX, General Provisions, Section 124, Contracting with Historically Underutilized Businesses, Subsection 3, in the same manner except that "socially disadvantaged person" is replaced with the term "economically disadvantaged person." The term "economically disadvantaged person" is defined in the General Appropriations Act as "... a person who is economically disadvantaged because of the person's identification as a member of certain groups, including Black Americans, Hispanic Americans, women, Asian Americans and Native Americans, and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control."

PERFORMING AGENCY agrees to make a good faith effort to subcontract with HUBs during the performance of its contract Attachment(s) with the RECEIVING AGENCY and will report HUB subcontract activity on a quarterly basis to RECEIVING AGENCY.

ARTICLE 26. Sanctions

PERFORMING AGENCY agrees and understands that sanctions may be imposed by RECEIVING AGENCY both for programmatic and financial noncompliance. RECEIVING AGENCY may, at its own discretion, impose one or more sanctions for each item of noncompliance and will determine sanctions on a case-by-case basis. Both parties agree that a state or federal statute, rule, regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both. RECEIVING AGENCY may:

- A. terminate all or a part of the contract. Termination is the permanent withdrawal of the PERFORMING AGENCY's authority to obligate previously awarded funds before that authority would otherwise expire, or the voluntary relinquishment by the PERFORMING AGENCY to obligate previously awarded funds. PERFORMING AGENCY costs resulting from obligations incurred by the PERFORMING AGENCY after termination of an award are not allowable unless expressly authorized by the notice of termination;
- B. suspend all or part of the contract. Suspension is the temporary withdrawal of the PERFORMING AGENCY's authority to obligate funds pending compliance by the PERFORMING AGENCY or its subcontractor(s) or pending a decision to terminate or modify the contract. PERFORMING AGENCY costs resulting from obligations incurred by the PERFORMING AGENCY during a suspension are not allowable unless expressly authorized by the notice of suspension;

(Independent)

- C. temporarily or permanently withhold cash payments. Withholding of cash payment means that the RECEIVING AGENCY retains funds claimed by the PERFORMING AGENCY in order to: a) recover payments already made for undocumented, disputed, inaccurate, or erroneous claims; b) obtain refunds for overpayment for any reason; or c) obtain compliance;
- D. deny contract renewal or future contract awards to a PERFORMING AGENCY for a certain period of time not to exceed five years;
- E. delay contract execution with the PERFORMING AGENCY while other proposed sanctions are pending resolution;
- F. amend all or a part of the contract as a result of noncompliance;
- G. place the PERFORMING AGENCY on probation. Probation means that the PERFORMING AGENCY will be placed on accelerated monitoring for a period not to exceed six months at which time items of noncompliance must be resolved or substantial improvement shown by the PERFORMING AGENCY;
- H. conduct accelerated monitoring of the PERFORMING AGENCY. Accelerated monitoring means more frequent or more extensive monitoring will be performed by RECEIVING AGENCY than would routinely be accomplished;
- I. require the PERFORMING AGENCY to obtain technical or managerial assistance;
- J. disallow claims by disapproving costs or fees claimed for payment or reimbursement by PERFORMING AGENCY;
- K. establish additional prior approvals for expenditure of funds by the PERFORMING AGENCY;
- L. require additional, more detailed, financial and/or programmatic reports to be submitted by PERFORMING AGENCY;
- M. demand repayment from the PERFORMING AGENCY;
- N. reduce the contract funding amount for failure to achieve or maintain the proposed level of service, to expend funds appropriately and at a rate which will make full use of the award, or to provide services as set out in the contract;
- O. take any other action which RECEIVING AGENCY deems appropriate.

RECEIVING AGENCY will formally notify the PERFORMING AGENCY in writing when a sanction is imposed (with the exception of accelerated monitoring, which may be unannounced.) PERFORMING AGENCY is required to file, within 15 days of receipt of notice, a written response to the RECEIVING AGENCY's program/division that sent the notice, acknowledging receipt of such notice and stating how the PERFORMING AGENCY will correct the noncompliance.

RECEIVING AGENCY may immediately terminate or suspend all or part of the contract, temporarily or permanently withhold cash payments, deny contract renewal or future contract awards, delay contract execution, or amend all or part of the contract in an emergency by delivering written notice to a PERFORMING AGENCY, by any verifiable method, stating the reason for the emergency action. The emergency may be a result of the PERFORMING AGENCY's noncompliance having a direct adverse impact on the public or client health or safety, failure to achieve a performance measure, being reimbursed for expenditures which are not in accordance with applicable federal or state laws and regulations or the provisions of the contract, or expending funds inappropriately.

PERFORMING AGENCY may request a review of the imposition of the following sanctions: termination of all or part of the contract, suspension of all or part of the contract, permanent withholding of cash payments, denial of contract renewal or future contract awards, and contract amendment as a result of noncompliance in accordance with RECEIVING AGENCY's Administrative Policy No. XO - 0109. PERFORMING AGENCY must make the request for review in writing to RECEIVING AGENCY within fifteen (15) days from the date of notification.

ARTICLE 27. Termination

In addition to other provisions herein allowing termination, this contract shall terminate upon full performance of all requirements contained herein, unless extended in writing; or all or a part of this contract may be terminated prior to completion of the contract term for any of the following reasons:

- A. Termination in the Best Interest of the State. This contract may be terminated by RECEIVING AGENCY at any time when, in the sole determination of RECEIVING AGENCY, termination is in the best interests of the State of Texas.
- B. Termination by Agreement. This contract may be terminated, in whole or in part, when both parties mutually agree that continuation of the contract would not achieve the objectives and goals of the contract and that continuation would not be mutually beneficial.
- C. Termination for Cause. RECEIVING AGENCY reserves the right to terminate this contract, in whole or in part, upon the following conditions:
 - (1) The PERFORMING AGENCY makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee, or liquidator of the PERFORMING AGENCY or of all or any part of its property; if judgment for the payment of money in excess of \$50,000.00 (which is not covered by insurance) is rendered by any court or governmental body against the PERFORMING AGENCY, and the PERFORMING AGENCY does not discharge the judgment or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within 30 days from the date of entry thereof, and within the 30-day period or a longer period during which execution of the judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefore as may be required under generally accepted accounting principles; or a writ or warrant of attachment or any similar process shall be issued by any court against all or any material portion of the property of the PERFORMING AGENCY, and such writ or warrant of attachment or any similar process is not released or bonded within 30 days after its entry; or
 - (2) A court of competent jurisdiction finds that the PERFORMING AGENCY has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
 - (3) PERFORMING AGENCY fails to communicate with the RECEIVING AGENCY as required by the contract; or
 - (4) The PERFORMING AGENCY breaches a standard of confidentiality with respect to the services provided under this contract; or
 - (5) The RECEIVING AGENCY makes a written determination that the PERFORMING AGENCY has failed to substantially perform under this agreement, which determination specifies the events resulting in the RECEIVING AGENCY's determination that the PERFORMING AGENCY has failed to substantially perform under this agreement; or

(Independent)

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(8/97)

- (6) RECEIVING AGENCY makes a written determination that PERFORMING AGENCY has committed a material breach of any term(s) of this contract; or
 - (7) The RECEIVING AGENCY determines that the PERFORMING AGENCY is without the personnel or resources to perform under the contract; or
 - (8) A receiver, conservator, liquidator, or trustee of the PERFORMING AGENCY, or any of its property is appointed by order or decree of any court or agency or supervisory authority having jurisdiction; or an order for relief is entered against the PERFORMING AGENCY under the Federal Bankruptcy Code; or the PERFORMING AGENCY is adjudicated bankrupt or insolvent; or any portion of the property of the PERFORMING AGENCY is sequestered by court order and the order remains in effect for more than 30 days after such party obtains knowledge thereof; or a petition is filed against the PERFORMING AGENCY under any state, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation, or receivership law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within 30 days; or
 - (9) Termination for failure of funding. This contract may be terminated in the event state and/or federal funding for this contract is terminated, limited, suspended, or withdrawn; or
 - (10) The PERFORMING AGENCY files a case under the Federal Bankruptcy Code or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law; or
 - (11) The PERFORMING AGENCY fails to comply with any of the terms, conditions or provisions of the contract, in any manner whatsoever.
- D. Termination for Cause by PERFORMING AGENCY. If the RECEIVING AGENCY is in breach of this contract or fails to make payments as required by the contract, the PERFORMING AGENCY may terminate the contract.
- E. Termination without Cause. This contract and any Attachment hereto may be terminated by either party without cause provided ninety (90) days written notice is provided to the other party.

Written notice will be provided by the terminating party at least 30 days prior to the intended date of termination unless an emergency exists or stated otherwise.

If either party gives notice of its intent to terminate all or a part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will try to resolve any issues related to the anticipated termination in good faith during the notice period. Upon termination of all or part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will be discharged from any further obligation created under the applicable terms of this contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination does not, however, constitute a waiver of any remedies for breach of this contract. In addition, the obligations of the PERFORMING AGENCY to retain records and maintain confidentiality of information shall survive this contract.

ARTICLE 28. Survival of Terms

Termination or expiration of this contract for any reason shall not release either party from any liabilities or obligations set forth in this contract that (a) the parties have expressly agreed shall survive any such termination or expiration, or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

ARTICLE 29. No Waiver of Sovereign Immunity

THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY RECEIVING AGENCY OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT RECEIVING AGENCY OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

AGENDA ITEM #34

April 14, 1998

*

Consider approving payment of claim in the amount of \$203.92 from Paul Edgar for damages to vehicle by Unified Road System workers.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve payment of \$203.93 claim from Paul Edgar for damages to vehicle by Unified Road System workers.

Vote: Motion carried 4 - 0

< Clerk copy here >

APR-01-98 WED 03:44 PM WRQ TEXAS

FAX NO. 512 388 8899

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CD LOG NO 0003406

Page 2
Date 04/01/98

2-MECH/ELEC	55.00		
3-FRAME	36.00		
4-REFINISH	32.00	1.0	32.00
5-PAINT MATERIAL	20.00		
LABOR TOTAL			57.60
TAX ON LABOR		@ .000%	
SUBLET REPAIRS			
TOWING			
STORAGE			
GROSS TOTAL			203.92
LESS: DEDUCTIBLE			NONE
NET TOTAL			203.92

approved 4-14-98
John C. Doerfler

ADP SHOPLINK U3413 ES LOG 0003406 DATE 04/01/98 08:17:42 R4.2 CD 03/98
PXN:NN/00/00/00/00 CUM:00/00/00/00
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