

18,130-1



DATE: April 25, 2023  
QUOTE #:308608-01

FILED FOR RECORD  
at 1:30 o'clock P M

MAY 09 2023

HUNT COUNTY PCT 4      ATTN AUDITOR  
STEVE HARRISON  
907 GEORGETTA LN  
NEWARK, TEXAS 76071

Pemberton, Brent  
817.219.6187

BECKY LANDRUM  
County Clerk, Hunt County, Tex.

One (1) New Caterpillar Inc Model: 140 Motor Grader (STEERING WHEEL / OLD SCHOOL LEVER)  
TANDEM (NOT All Wheel) Drive + Ripper w/ 3 Teeth  
NOT the GC model

CASH PRICE

SALE PRICE	<b>CASH PRICE</b>	\$315,385
Quote Through Sourcewell Contract 032119 – Member 20642		

**WARRANTY**

Standard Warranty:      12 Month/Unlimited Hours Total Machine  
Extended Warranty:      84 MO/6000 HR POWERTRAIN + HYDRAULICS

**MACHINE SPECIFICATIONS**

DESCRIPTION	REF.#
140 13A MOTOR GRADER TANDEM DRIVE – (NOT All Wheel Drive)	515-2449
MOLDBOARD, 14' PLUS	439-9110
LINK BAR, HYDRAULIC	559-2201
NO LOCK OUT, CAB	437-0690
RIPPER-SCARIFIER, REAR (INCLUDES 3 RIPPER TEETH)	515-4649
LIGHTS, CAB ROOF, HALOGEN	501-4739
WEATHER, STANDARD, TANDEM	522-6386
NO GRADE CONTROL TECHNOLOGY	566-5529
STARTER, HEAVY DUTY	515-2231
CAB, PLUS	522-6688
MIRROR, EXTERNAL BASIC	565-2320
PRODUCT LINK, CELLULAR PLE641	519-3712
FAN, STANDARD TANDEM (NOT Reversing Fan)	558-3846
TIRES, 17.5R25 BS VKT * D2A MP	252-0775
COOLANT (-40C)	522-6654
FUEL ANTIFREEZE, -25C (-13F)	0P-3978
DECALS, ENGLISH (US)	516-2552
CIRCLE SAVER	521-3250
CAMERA, REAR VISION	524-1768
PREMIUM CORP RADIO (12V)	518-3026
GUARD, TRANSMISSION	522-2419
PUSH PLATE, COUNTERWEIGHT	336-1559
SEAT, CLOTH AIR SUSPENSION	518-3382

DESCRIPTION	REF.#
DRAWBAR, TOP ADJUST	522-6756
PRECLEANER, NON SY-KLONE	380-6774
<b>ROADING LIGHTS W/FOLD DOWN ARM</b>	562-3742
LIGHTS, WORK BASIC, HALOGEN	522-6533
LOW BAR, HALOGEN, TANDEM	519-3700
ACCUMULATORS, NO ARO	526-9853
COVERS, UNDER CAB	522-2402
BASE+1 (RIP)	599-9883

**P 515-4649 RIPPER-SCARIFIER, REAR**

Hydraulic, rear mounted ripper with three straight ripper shanks. Can accommodate two additional ripper shanks and nine scarifier teeth which must be ordered separate

**526-9853 ACCUMULATORS, NO ARO (no grade control technology)**

Provides hydraulic lines for base functions and accumulators for the blade lift. Allows approximately 1-3" of vertical blade travel to reduce impact loads. Nitrogen/oil accumulators activated by electric switch.

**521-3250 CIRCLE SAVER**

Circle Drive Injector Grease that helps the pinion to maintain its lubrication caused by lack of grease in this component.

**562-3742 ROADING LIGHTS W/FOLD DOWN ARM (This was not an option on the 140GC model)**

Provides stationary rear brake lights along with the back-up lights, dimmer switch for road lighting, drop-down stop, tail, and rear turn signals and back-up lights.

**STANDARD EQUIPMENT**

**POWERTRAIN**

Air cleaner, dual stage dry type radial seal with service indicator and automatic dust ejector  
 Air-to-air after cooler (ATAAC)  
 Belt, serpentine, automatic tensioner  
 Brakes, oil disc, four-wheel, hydraulic  
 Demand fan, hydraulic  
 Electronic over-speed protection  
 Engine, C9 with ACERT technology, diesel with automatic engine derate and idle control. EPA/ARB tier 4 final & EU

stage IV certified engine & aftertreatment  
 Parking brake, multi-disc, sealed and oil cooled  
 Sediment drain, fuel tank  
 Tandem drive  
 Transmission, 8 speed forward and 6 speed reverse, power shift, direct drive  
 VHP Plus (Variable Horse Power Plus)

**ELECTRICAL**

Alarm, back-up  
 Alternator, 150 ampere, sealed  
 Batteries, maintenance free, heavy duty, 1125 CCA

Breaker panel  
 Electrical system, 24 volt  
 Lights, reversing  
 Starter, electric

**OPERATOR ENVIRONMENT**

Steering wheel  
 Air Conditioning with heater  
 Articulation  
 Centershift pin indicator  
 Display, digital speed and gear  
 Load sensing hydraulic controls:

Lights, night time cab  
 Messenger Display  
 -Meter  
 -Hour digital  
 Mirror  
 Inside rearview, wide angle

- Right/left blade lift
- Circle drive
- Center shift
- Side shift
- Blade tip
- Front wheel lean
- Doors, left and right side
- Gauge, machine level
- Gauges (analog) inside the cab (includes fuel, articulation, engine coolant temp, engine RPM and hydraulic oil temp, DEF/AdBlue)

**SAFETY AND SECURITY**

- Clutch, circle drive slip
- Doors, 2 engine compartment, (two left hand, two right hand) locking
- Doors, 2 service, left and right locking
- Ground level engine shutdown

**FLUIDS**

Antifreeze

**OTHER STANDARD EQUIPMENT**

- Accumulators -brake -dual certified
- Drawbar, 6 shoe w/replaceable wear strips
- Fluid check, ground level
- Fuel tank, 100 gallon (378 L)
- Ground level fueling
- DEF/AdBlue Tank, 3.3 gallon (12.5 L)
- Hydraulic lines for base functions
- Pump, hydraulic, high capacity

- Power port, 12V
- Radio ready, entertainment
- ROPS cab, 77dB(A) ISO 6394
- Storage area for cooler/lunchbox
- Throttle control, electronic
- Windows: laminated glass
- Fixed front with intermittent wiper
- windows: tempered
- Left and right side wipers
- Rear with intermittent wiper
- Cab Storage

- Hammer (emergency exit)
- Horn, electric
- Seat belt, retractable 3"
- Secondary steering
- Tandem walkway/guards

Extended life coolant -35C/-30F

- (100cc / 6 cu in)
- Radiator, cleanout access (both sides with swing doors)
- SOS ports - engine -hydraulic -transmission -coolant -fuel
- Tool box
- Debris guard

THE NEXT GENERATION OF MOTOR GRADERS  
**CAT® 140 MOTOR GRADER**

140

RELIABLE.  
DURABLE.  
FAMILIAR.  
CONTROLS.



**CAT TECHNOLOGY AND PERFORMANCE WITH STEERING WHEEL AND LEVER CONTROLS.**

<p><b>UP TO 20% LOWER MAINTENANCE COST</b></p> <ul style="list-style-type: none"> <li>• New filtration technology for extended fluid / filter maintenance intervals</li> <li>• Grouped filters for easy access</li> <li>• Reversing Fan option for debris removal</li> <li>• Power presentation with ECO mode from the 140M3 with All-Wheel Drive (AWD) option</li> </ul>	<p><b>CAB DESIGNED FOR OPERATOR COMFORT.</b></p> <ul style="list-style-type: none"> <li>• Control familiarity with steering wheel and levers</li> <li>• Ergonomically designed and adjustable control console</li> <li>• Options from basic to air suspension seat</li> </ul>	<p><b>UP TO 40% MATERIAL SAVINGS WITH CAT GRADE TECHNOLOGY</b></p> <ul style="list-style-type: none"> <li>• Cat® GRADE with Cross Slope Technology: develops consistent slope with less material</li> <li>• Improve grade quality and reduce bounce with Stable Blade</li> <li>• Scalable solutions to fit your needs</li> </ul>
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REV UP

Dealer Go-To-Market & NP Standard 2018

17



18.130-2

**HUNT COUNTY BID RENEWAL AWARD**  
**Tire Disposal**  
**Effective June 1, 2023 through May 31, 2024**

VENDOR		VENDOR	
Trailer Size	360 Tire Group, LLC		
48 Foot Trailer	N/A		
53 Foot Trailer	\$975.00		

360 Tire Group, LLC - Caddo Mills, TX - Office Ph: (903)527-5289, Cell Ph: (972)754-7108, Fax: (903)527-5271 - Contact: Scott Schranck

FILED FOR RECORD  
at 1:30 o'clock P M

**MAY 09 2023**

**BECKY LANDRUM**  
County Clerk, Hunt County, Tex.  
By [Signature]



18,130-3

HUNT COUNTY BID RENEWAL AWARD  
FORMAL BID #172-18 VEHICLE FUEL AND OIL  
Effective June 1, 2023 through May 31, 2024

FILED FOR RECORD  
at 1:30 o'clock P M

MAY 09 2023

BECKY LANDRUM  
County Clerk, Hunt County, Tex.

By

Product Required		VENDOR			
		Douglass Distributing			
1	Unleaded Gasoline All Precincts	\$0.0399			
2	#2 Hi-way Diesel All Precincts	\$0.0399			
3	Fuel Tank Monitors & Inventory at no charge to county?	Yes			
NOTE: Vendors must furnish copy of vendor's invoice reflecting last purchased price with each invoice rendered to Hunt County.					
4	Rotella (T1540) 15-40 wt bulk	\$12.38			
4a	Alternate - Mobile HDE01540	\$9.30			
4b	Alternate - Eco Ultra Ck4	N/A			
5	Delo 15-40 wt bulk	\$16.21			
5a	Alternate - Performance Edge PE1540	\$9.93			
6	Mercon / Dextron Type III ATF - 55 gal	\$686.40 / drm			
7	GL-5 Gear Oil 5 Gallon drum	\$61.60 / drm			
8	Grease #GR2 (tubes)	\$2.83 / tube			
9	10w TO2 Hydraulic Oil 55 Gal Drum	\$640.75 / drm			
10	10w TO4 Hydraulic Oil 55 Gal Drum	\$640.75 / drm			
11	30w TO4 Hydraulic Oil 55 Gal Drum	\$649.00 / drm			
12	40w TO4 Hydraulic Oil 55 Gal Drum	N/A			
13	50w TO4 Hydraulic Oil 55 Gal Drum	\$779.35/ drm			
14	Proof of Insurance Provided	Yes			

Douglass Distributing (Sherman) - Tracy Copeland (903) 891-6777 or  
Rodney Reed - cell (903) 271-1046, office (903) 893-1181

18,130-4

**HUNT COUNTY  
BID RENEWAL AWARD  
RFB #186-19**

**Vehicle Oil Changes, Filter Services and State Inspections  
Effective June 1, 2023 through May 31, 2024**

**FILED FOR RECORD**  
at 1:30 o'clock pm

**MAY 09 2023**

By [Signature]  
**BECKY LANDRUM**  
County Clerk, Hunt County, Tex

	<b>VENDOR</b>
<b>SERVICE REQUIRED</b>	Valvoline Express Care
Sedan Oil Change 5 qt w/ filter	<b>\$38.99</b>
Pick-Up Oil Change 5 qt w/ filter	<b>\$38.99</b>
Diesel Pick-up w/ filter	<b>\$144.79</b>
Van Oil Change 5 qt w/ filter	<b>\$41.99</b>
Synthetic Oil* & Filter Change (*GM Vehicles that require Dexox Blend)	<b>\$84.99</b>
Charge for additional quarts of oil	<b>\$7.00</b>
Charge for additional quarts of Syn. Oil 5/30 blend & 0/20 blend	
Special Filter Charge	<b>\$5.00</b>
State Inspections	<b>\$7.00 or prevailing State Fee</b>
Discount on small parts (wipers, blades, light bulbs, etc.	<b>10%</b>
Any services over \$500.00 will require a Purchase Order. Purchase orders will not be required for services off of the above schedule	



18,130-5



FLEETCOR Technologies Operating Company, LLC d.b.a. Fuelman  
3280 Peachtree Road, Suite 2400  
Atlanta, GA 30305  
Phone: (800) 877-0800 • Fax: (770) 453-3019  
customerservice@fleetcor.com

FILED FOR RECORD  
at 1:30 o'clock p M

MAY 09 2023

# ACCOUNT PRICE AGREEMENT - Hunt County

By BECKY LANDRUM  
County Clerk, Hunt County, Tex.

## Pricing Agreement

This Account Agreement ("Agreement") is subject to all appropriate laws, rules, and regulations of both the United States and is subject to the following pricing conditions. FleetCor reserves the right to change the terms and conditions at any time with prior notice being given to Customer, and Customer having the right to terminate this agreement without penalty within 30 days of such notice.

1. All payments are due in accordance with FleetCor's Terms and Conditions.
2. Monthly billing for all purchases made during the FleetCor month - due 14 days after Invoice Date.

**Pricing for Gasoline and Diesel.** Subject to Never Below FleetCor's Cost rule defined below, Price for gasoline and diesel fuel purchased by Customer will be equal to the sum of the items listed below:

1. Applicable terminal/rack refiner price (branded or unbranded) as reported by the Oil Price Information Service (OPIS) each Thursday (hereafter "OPIS Newsletter Prices") for each product purchased that calendar week. OPIS is an independent company that tracks and provides refiner terminal rack prices to re-sellers by Rack Market.

Note: Rack Market refers to where petroleum products are sold at the wholesale level from primary storage. Rack refers to loading racks where tanker trucks fill up. Hunt County, Texas retail locations typically pull their product from Caddo Mills, Texas, however the applicable rack for pricing may vary if Customer travels out of the area.

2. Freight rate (Fuel Delivery to Retail Acceptance Sites). Freight rates vary by location based on applicable transportation costs per gallon provided to FleetCor by the card accepting merchant (including any dealer rate adjustments).
3. All applicable taxes (Tax Exempt Billing further clarified herein).
4. FleetCor's cost plus service fee or mark-up (margin) per gallon shall be as follows by fuel product:

Unleaded Gasoline	<u>\$ 0.1300</u>	Premium Gasoline	<u>\$ 0.2300</u>
Mid-Grade Gasoline	<u>\$ 0.1800</u>	Diesel Fuel	<u>\$ 0.1300</u>

**Pricing for Alternative Fuels and DEF Dispensed.** Should the County purchase alternative fuels such as High Blends of Ethanol (E85, E15, E30), High Blends of Biodiesel (B5 or higher), Compressed Natural Gas (CNG), Liquefied Natural Gas (LNG or Propane), or Diesel Exhaust Fluid (DEF) Dispensed; these products shall be priced based on the Retail Price, less the discounts listed below:

	<u>Discount</u>		<u>Discount</u>
High Blends of Ethanol (E15 or Higher)	<u>-0.020</u>	DEF Dispensed	<u>-0.020</u>
High Blends of Biodiesel (B5 or Higher)	<u>-0.020</u>	CNG or LNG (Propane)	<u>0.000</u>

**Never below FleetCor's Cost.** FleetCor reserves the right to never bill Customer for any purchase at an off-site retail/commercial location at a price below FleetCor's cost to settle with the card accepting Merchant and in the event that Customer's OPIS Index based price (including markup and all merchant taxes) calculates to be below FleetCor's cost to settle with the Merchant, FleetCor's cost shall apply.

Customer understands that FleetCor is a service company providing customers with electronic purchase and credit authorization, transaction processing, and management reporting services. Customer will be entitled to all the privileges of a FleetCor customer and may purchase fuel and any other goods or services, as authorized by FleetCor, at participating FleetCor locations throughout the United States.

Customer agrees that if Customer defaults in the timely payment of any Invoiced amounts, past due amounts will bear interest/late fees in accordance with FleetCor's Terms and Conditions. Any disputed charges must be identified by Customer within 45-days of original invoice date. After 45-days, all charges are considered valid.

If Customer asks for a copy of any historic information pertaining to its account, Customer agrees to pay FleetCor's then-current retrieval/research fee that is computed on a per-hour basis with a two-hour minimum for any report/data retrieval services.

To ensure effective communication among your Fleet Manager, your Accounts Payable Representative, and FleetCor, Customer will provide the requested contact information. Up-to-date information about your account will be communicated through these channels. If your account becomes past due or exceeds the assigned credit limit, the listed individuals on the account may be notified electronically to avoid a disruption in service. Customer shall contact FleetCor customer service if any of this information changes, such as a new Accounts Payable or Fleet Manager contacts.

Customer agrees to the terms and provisions of this Agreement as set forth herein, and the attached FleetCor Terms and Conditions for Use of Fleet Cards. Customer further agrees that, upon receipt of FleetCor access cards and driver identification numbers (DINs), Customer will verify that the Customer's list of persons designated to acquire fuel on the Customer's account is correct and complete. Moreover, Customer agrees to designate one or more persons that are authorized to make changes and will notify FleetCor in writing of the name(s) of such authorized person(s) and of any and all authorized changes in vehicles or personnel approved to acquire fuel for use by Customer's fleet. Customer also agrees to keep current its information on the designated and authorized personnel who may interact with FleetCor regarding Customer's account.

Effective date of this Pricing Agreement shall be May 23, 2023 through May 22, 2024.

Agreed to and accepted this 9<sup>th</sup> day of May 2023.

HUNT COUNTY, TEXAS
Signature:
Name/Title: Bobby W. Stovall, County Judge

FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC D.B.A. FUELMAN
Signature:
Name/Title: Mark Roberts, Director - Bids & Contracts



## FleetCor's General Terms & Conditions for Use of Fleet Cards

### 1.1 Security, Loss, Theft, or Unauthorized Use of Card.

**1.1.1 General Security.** Each Card can be programmed to only allow Fuel or both Fuel & Maintenance services such as oil changes, vehicle washes, etc. Typically, each Transaction is authorized with the Card number, product code, quantity and driver's Driver ID across the proprietary Fuelman network to ensure that the purchase is authorized and limited to the product and quantity (e.g. gallons of Fuel or dollars of Maintenance) that have been pre-approved. This system also helps prevent unauthorized Driver IDs and stolen Cards from being used to make purchases. The product and quantity controls are subject to each Merchant Location's POS Authorization Limitations described herein.

**1.1.2 Fuelman's Liability.** In the event an unauthorized Transaction occurs, subject to the limitations and Customer responsibilities explained in this section 1.1 and in the event that the Account has been issued fewer than ten (10) Cards, Fuelman will assume full responsibility for those purchases. If the Account has been issued ten (10) or more Cards, Customer assumes all liability and responsibility for unauthorized Transactions or Account activity.

**1.1.3 Customer's Responsibility.** It is the responsibility of Customer to ensure proper security controls are kept in place to protect the Cards and Driver IDs and that only authorized employees or agents of Customer use them to make purchases. It is also the Customer's responsibility to lock any inactive, misplaced, or stolen Cards and Driver IDs immediately. Fuelman is not responsible for fraudulent Transactions made on unlocked Cards with valid Driver IDs. Customer should use the online account application to lock Cards and Driver IDs instantly. Alternatively, the Customer can contact Fuelman Customer Service during regular business hours via fax or email with the requested change, in which case Fuelman will make the requested changes within 24 hours and assume responsibility for any unauthorized purchases at that point. All Transactions in which a valid/unlocked Card number was used in conjunction with a valid/active Driver ID will be considered to be authorized Transactions in which Customer is fully responsible for payment. It is also the Customer's responsibility to review the standard fleet management reports and optional eMail exception alerts to identify potential purchasing discrepancies. Customer should instruct its Cardholders to keep any record of their Driver ID separate from the vehicle's Card.

**1.1.4 Lost or Stolen Cards.** Customer shall report all lost or stolen Cards to Fuelman immediately via phone call or email to Fuelman's Customer Service department identifying the Card number and such other details concerning the loss or theft of the Cards as are known by Customer. Customer shall be liable for all Transactions made by lost or stolen Cards until midnight of the day that Fuelman receives Customer's notice of such lost or stolen Cards. Customer and Guarantor(s) agree to and acknowledge full liability for any losses resulting from any failure to report the loss or theft of Card(s) in accordance with the terms hereof.

**1.1.5 Terminated Drivers.** It is the Customer's responsibility to lock a terminated driver's Driver ID as explained herein.

**1.1.6 Merchant Limitations.** The personnel (if any) at a Merchant Location are not the agents or employees of Fuelman and Fuelman shall not be responsible for the products or services rendered by any of the Merchants or any other liability or damage which arises from the action or negligence of the personnel of any of the Merchants, their agents or their employees.

**1.1.7 POS Authorization Limitations.** Authorization controls are provided as a convenience to the Customer and are

not guaranteed to prevent unauthorized purchases. Specifically, depending on the particular point-of-sale (POS) equipment and Fuel dispenser controls being used by a particular Merchant Location, the product type and spending limit may not be enforceable prior to completing the Transaction. In these situations, the Transaction will still be considered to be authorized, but will be identified as an exception on the Customer's standard fleet management report and reported via email if desired by Customer.

**1.1.8 Claims.** All claims for defective Fuel or Maintenance must be made to the Merchant operating the Merchant Location where such Fuel or Maintenance was purchased. Any claim for defective Fuel or Maintenance is waived by Client unless made in writing to Merchant, with a copy to Fuelman, within fifteen (15) days from the date of the purchase of the alleged defective Fuel or Maintenance giving rise to the claim.

### 1.2 Account Administration and Card Issuance.

**1.2.1 Credit Limit.** Upon receipt of notice of award of Bid/contract and signed credit applications from Customer, Fuelman will establish an aggregate spending limit for all the Cards issued to Customer under the Account(s) (the "Credit Limit") based on Fuelman's evaluation of the Customer's creditworthiness. The initial Credit Limit has already been established (for existing older accounts already using Fuelman). Fuelman reserves the right to increase or decrease this Credit Limit at any time with or without providing notice to Customer. So long as sufficient creditworthiness exists, the intention shall be to have sufficient credit limit to meet the anticipated purchasing projections or purchasing history/activity of the Customer under the billing frequency and terms provided in the Bid or this response to Bid.

**1.2.2 Administration of Cards.** Customer shall be solely responsible for the use, maintenance, administration, and security of the Cards and Driver IDs within Customer's business, including, but not limited to, distributing Cards to, and collecting Cards from, its employees and agents. Notwithstanding any other provision in this Agreement, Customer is responsible for any loss or misuse of Cards by its employees and agents. See section 1.1 for more information regarding Customer responsibilities.

**1.2.3 Cancellation of Cards.** If, at any time, for any reason, Customer desires to cancel any particular Card, but not the Account, Customer's Representative must notify Fuelman via the online application or in writing of such cancellation. Customer's liability for purchases made using the canceled Card shall end at midnight of the day that Fuelman receives notice of such Card cancellation. The on-line application allows customer to instantly cancel (lock) cards.

**1.2.4 Suspension of Cards.** Fuelman, at its sole discretion, may suspend or terminate the use of any Card at any time for any reason, including, but not limited to, inactivity, unusual activity, or suspected loss, theft, fraud, or in compliance with the USA Patriot Act. However, nothing in this Agreement shall obligate Fuelman to monitor the use of any Card, and, as described in this Agreement, Customer is solely responsible for the use of any outstanding Cards.

**1.2.5 Suspension of Account.** Fuelman, at its sole discretion, may suspend or terminate the use of an Account at any time for any reason, including, but not limited to, inactivity, unusual activity, change in creditworthiness, late payment (excessive days beyond terms), aggregate outstanding balance owing on the Account (outstanding Account balance and unbilled Transactions) over the Credit Limit or in compliance with the USA Patriot Act.



### **1.3 Payments.**

**1.3.1 Applying Payments.** Fuelman uses a "balance-forward" based accounting system. Therefore, all payments made by Customer to Fuelman will be applied accordingly against the outstanding amount due at the time the payment is received. Subject to applicable law, we will apply and allocate payments and credits among balances owed by Customer (whether for purchases, fees, interest, or otherwise) in any order and manner determined by Fuelman in its sole discretion. Customer agrees that Fuelman has the unconditional right to exercise this discretion in a way that is most favorable or convenient to Fuelman.

**1.3.2 Payment Methods/Remittance Advice.** By the Due Date specified on FleetCor's Invoice/Statement to Client, Client will submit payment by valid check or other payment method described below equal to the accumulated balance of the Account for the previous Billing Cycle. All remittances should include the complete Bill Group (BG) account number in order to be processed. Checks paying multiple BG account numbers should include a check stub or remittance advice listing all BG account numbers being paid including amount for each. Failure to include the complete BG account number(s) shall delay payment posting which might cause the account to be considered delinquent. Additional payment methods include:

**1.3.3 Electronic Payment Option (EFT Pull by FleetCor).** To ensure that no late fees or finance charges occur, FleetCor offers the option for client to use Electronic Funds Transfer payment method that will be set to occur on the due date. Client must submit an EFT Authorization form with voided check to establish this payment option. This payment option is Free of Charge.

**1.3.4 Web-based Payment Option.** FleetCor offers the option for Customer to use an Internet based web payment method. Customer would initiate payments on-line using instructions that will be provided by FleetCor upon request by Customer.

**1.3.5 Payment by Phone.** By the Due Date, Fuelman will initiate, at Client's request, payment by phone. Fuelman reserves the right to charge a fee of twenty five (\$25) for each payment by phone.

**1.3.6 Late Payments.** All payments made by Customer to Fuelman that are not received by the Due Date are considered late.

**1.3.7 Insufficient Funds.** If a check, credit card charge, or EFT/ACH is returned or denied, Fuelman reserves the right to charge Insufficient Funds Fee equaling the lesser of fifty dollars (\$50) or the maximum amount allowable by applicable law for each occurrence.

### **1.4 Limitation of Liability.**

THE PARTIES WILL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, WHETHER RESULTING DIRECTLY OR INDIRECTLY TO CUSTOMER, FLEETCOR, GUARANTOR, OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. IN THE EVENT A COURT IN A FINAL, NON-APPEALABLE AWARD FINDS FLEETCOR OR CUSTOMER LIABLE FOR ANY DIRECT DAMAGES, FLEETCOR OR CUSTOMER'S LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO FLEETCOR FOR THE THREE (3) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE (IN ADDITION TO, IN THE CASE OF LIABILITIES OF THE STATE, ANY OUTSTANDING INVOICES FROM FLEETCOR).

### **1.5 Force Majeure.**

FleetCor shall not be liable for failure to perform when such failure is occasioned or caused by circumstances beyond its control.



18,130-6  
**Investment Proposal (Quote)**

**FILED FOR RECORD**  
 at 1:30 o'clock P M

RDO Equipment Co.  
 2902 N Central Expy  
 McKinney TX, 75071  
 Phone: (214) 856-4899 - Fax:

**MAY 09 2023**

**Proposal for:**  
 HUNT COUNTY PCT #2  
 PO BOX 1097  
 GREENVILLE, TX, 754031097  
 HUNT

**BECKY LANDRUM**  
 Investment Proposal Date: County Clerk, Hunt County, Tex. 5/2/2023  
 Pricing Valid Until: 5/2/2023  
 Deal Number: 1643065  
 Customer Account#: 3181012  
 Sales Professional: Justen Phillips  
 Phone: (972) 438-4699  
 Fax: (469) 617-7402  
 Email: JPhillips@rdoequipment.com

**Equipment Information**

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2023 JOHN DEERE 60G  Customer Discount Sourcewell Contract 032119-JDC Warranty -John Deere Power Train & Hyd.-60 Months, 2500 Hours,Deductible: 0	\$122,567.67  <b>(\$33,222.98)</b>
1	TBD TBD	0	Attachment - New 2023 TAG MANUFACTURING PWRTILT	\$8,331.94
1	TBD TBD	0	Attachment - New 2023 TAG MANUFACTURING 60QC24	\$1,016.88
1	TBD TBD	0	Attachment - New 2023 TAG MANUFACTURING 60QC48	\$1,231.25
1	TBD TBD	0	Attachment - New 2023 TAG MANUFACTURING 60THUMB	\$2,374.38
<b>Equipment Subtotal:</b>				<b>\$102,299.14</b>

**Purchase Order Totals**

Balance:	\$102,299.14
Total Taxable Amount:	\$0.00
TX STATE TAX:	\$0.00
TX CITY TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$102,299.14
Cash with Order:	<b>\$0.00</b>
Balance Due:	<b>\$102,299.14</b>

## Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2023 JOHN DEERE 60G	0071FF 60G Compact Excavator 3125 Rubber Track 7120 Long Arm and Extra Counterweight 8185 ROPS / FOPS Cab 9555 Angle Blade
1	TBD	2023 TAG MANUFACTURING PWRTILT	PTA-070-QC28/29-3060 PTA070 Powertilt QC27 Coupler for JD 60G - Pin On Top, QC27 Bottom HCT-POWERTILT-DQ19 DQ19/PWRTLTL Style - HCT Hydraulic COupler Kit for JD 60G
1	TBD	2023 TAG MANUFACTURING 60QC24	2429Q2S-0000-NN04A7S6E0P1N 24" HD Hi-Cap QCB29 Bucket
1	TBD	2023 TAG MANUFACTURING 60QC48	4828QD-0000-NN00A0S0E1P1N 48" HD Ditch QCB28 Bucket w/ Bolt On Edge
1	TBD	2023 TAG MANUFACTURING 60THUMB	HT25 Main Pin Hydraulic Thumb for JD 60G - Powertilt Coupler  808-0066 Thumb Hose Kit - JD 35G/50G/60G w/ Standard Arm



18,130-7

FILED FOR RECORD  
at 1:30 o'clock p M

INTERLOCAL COOPERATION CONTRACT  
DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT No. TBD

MAY 09 2023

By BECKY LANDRUM  
County Clerk, Hunt County, Tex.

The DEPARTMENT OF STATE HEALTH SERVICES (“DSHS” or “SYSTEM AGENCY”) and Hunt County (“LOCAL GOVERNMENT”), each a “Party” and collectively the “Parties,” enter into the following contract for Local Government access to the Texas Electronic Vital Events Registrar (“TxEVER”) (the “Contract”) pursuant to the provisions of the “Interlocal Cooperation Act,” *Tex. Gov’t Code* Chapter 791.

I. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under the Contract on behalf of its respective Party.

<u>DSHS</u>	<u>Local Government</u>
Name: Department of State Health Services	Name: Hunt County
Attn: Contract Management Section	Attn: Hunt County Clerk’s Office
Address: 1100 W 49 <sup>th</sup> Street, MC-1990	Address: PO Box 1316
City, State, and Zip: Austin, TX 78776-2679756	City, State, and Zip: Greenville, TX 75403
Contact Person: Maria Acuna	Contact Person: Becky Landrum
Telephone: (512) 776-6629	Telephone: (903) 408-4130
E-Mail: <a href="mailto:maria.acuna@dshs.texas.gov">maria.acuna@dshs.texas.gov</a>	E-Mail: <a href="mailto:blandrum@huntcounty.net">blandrum@huntcounty.net</a>
Agency Number: 537	

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of the Contract. Specific services provided are described in ATTACHMENT C, STATEMENT OF WORK.

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on the signature date of the latter of the Parties to sign the Contract and expires **August 31, 2027**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. DSHS, at its sole discretion, may renew the Contract for up to one (1) additional year for a maximum Contract term of 5 years. Notwithstanding the limitation in the preceding sentence, and with at least 30 calendar days’ advance written notice to Local Government, at the end of the initial term or any renewal period, DSHS, at its sole discretion, may extend the Contract as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by DSHS to serve the best interest of the state of Texas for up to 12 months, in one-month intervals, at the then-current Contract rate or rates (if applicable) as modified during the term of the Contract.

#### **IV. AMENDMENT**

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

#### **V. FEES AND PAYMENT FOR SERVICES**

All payments made by Local Government to DSHS in connection with the Contract, including the manner in which payments to DSHS by Local Government will be rendered, are stated in **ATTACHMENT C, STATEMENT OF WORK**.

#### **VI. NOTICE REQUIREMENTS**

- A.** All notices given by Local Government shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to DSHS's Contract Representative identified above.
- B.** Local Government shall send legal notices to DSHS at the address below and provide a copy to DSHS's Contract Representative:

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

*with copy to*

**Department of State Health Services  
Attn: Office of General Counsel  
1100 W. 49th Street, MC-1919  
Austin, TX 78756**

- C.** DSHS shall send legal notices to Local Government at the address below:

**Hunt County Clerk  
POB 1316  
Greenville, TX 75403**

- D.** Notices given by DSHS to Local Government may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by DSHS. Notices sent by mail shall be deemed delivered when deposited by DSHS in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by DSHS with a common carrier, overnight, signature required.
- E.** Notices given by Local Government to DSHS shall be deemed delivered when received by DSHS.

**F.** Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.



## VII. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of the Contract for all purposes. In the event of a conflict, ambiguity, or inconsistency between the terms and conditions set forth in the documents that comprise the Contract, the controlling document shall be this Signature Document, then the remaining documents in the following list in the order stated:

**ATTACHMENT A: HHS DATA USE AGREEMENT - TACCHO;**  
**ATTACHMENT B: HHS CONTRACT AFFIRMATIONS (VERSION 2.2); and**  
**ATTACHMENT C: STATEMENT OF WORK.**

## VIII. MISCELLANEOUS TERMS AND CONDITIONS

- A. Exchange of Personal Identifying Information.** The Contract concerns the exchange of Confidential Information. Except as prohibited by applicable law or regulation, Local Government and DSHS may exchange such information in accordance with *Tex. Health and Safety Code* Chapter 191.
- B. Suspension of Services or Contract Termination.** Use of services under the Contract by Local Government for purposes inconsistent with the Contract or applicable law or regulation may result in suspension of services or termination of the Contract for cause by DSHS.
- C. Governing Law and Venue.** The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to DSHS.
- D. Confidentiality.** Local Government shall maintain as confidential and shall not disclose to third parties without DSHS's prior written consent, any DSHS information including but not limited to DSHS Data, DSHS's business activities, practices, systems, conditions, and services. This section shall survive termination or expiration of the Contract. This requirement must be included in all subcontracts awarded by Local Government. The Parties shall comply with all applicable state and federal laws relating to the privacy and confidentiality of data and records provided under the Contract, including, but not limited to, *Tex. Gov't Code* Section 552.115.
- E. Record Maintenance and Retention**
1. Local Government shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to DSHS, 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 the Contract and all state and federal rules, regulations, and statutes.

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

**F. Dispute Resolution.** To the extent that *Tex. Gov't Code* Chapter 2260 is applicable to the Contract, the dispute resolution process provided for in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by DSHS and Local Government to attempt to resolve any claim for breach of contract made by Local Government that cannot be resolved in the ordinary course of business.

**G. Entire Agreement.** The Contract contains all the terms and conditions between DSHS and Local Government relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect.

**H. Force Majeure.** Neither Local Government nor DSHS shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

#### **I. INDEMNIFICATION**

1. **TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LOCAL GOVERNMENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, DSHS, AND HHSC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF LOCAL GOVERNMENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR**

DSHS Contract No. HHSREV10000XXXX

**PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT.**

- 2. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE LOCAL GOVERNMENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OF TEXAS, DSHS, OR HHSC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE STATE OF TEXAS, DSHS, OR HHSC OR ITS EMPLOYEES.**
- 3. FOR THE AVOIDANCE OF DOUBT, NEITHER THE STATE OF TEXAS, DSHS, NOR HHSC SHALL INDEMNIFY LOCAL GOVERNMENT OR ANY OTHER ENTITY UNDER THE CONTRACT.**

**J. No Waiver of Sovereign Immunity.** Nothing in the Contract shall be construed as a waiver of DSHS's, HHSC's, or the state of Texas' sovereign immunity. Neither the Contract nor any action or inaction of DSHS shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas, DSHS, or HHSC. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the State of Texas, DSHS, or HHSC under the Contract or under applicable law or regulation shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Neither the State of Texas, DSHS, nor HHSC waives any privileges, rights, defenses, or immunities available to the State of Texas, DSHS, or HHSC by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract. Notwithstanding the forgoing, if Local Government is a state of Texas agency or department, district, authority, county, municipality, or other political subdivision of the state of Texas, then nothing in the Contract will be construed to abrogate any rights or affirmative defenses available to Local Government under doctrines of sovereign and official immunity.

**K. Severability.** If any provision of the Contract is construed to be illegal or invalid, the illegal or invalid provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions shall continue.

**L. Waiver.** The failure of either Party to object to or to take affirmative action with respect to any conduct of either Party which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

**M. Termination**

- 1. Convenience.** Either Party may terminate the Contract without cause by giving 30 days' written notice of its intent to terminate to the non-terminating Party. The termination will be effective on the date specified in the terminating Party's notice of termination.



2. **Cause resulting from Material Breach.** Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, either Party may terminate the Contract, in whole or in part, upon the following condition:
  - i. Material Breach  
If a Party determines, in its sole discretion, the other Party has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of the other Party's duties under the Contract.
3. **Cause resulting from Failure to Maintain Financial Viability.** DSHS may terminate the Contract if, in its sole discretion, DSHS has a good faith belief that Local Government no longer maintains the financial viability to fully perform its obligations under the Contract.

## IX. CERTIFICATIONS

The undersigned contracting Parties certify that:

- A. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of each Party;
- B. Each Party executing the Contract on its behalf has full power and authority to enter into the Contract;
- C. The proposed arrangements serve the interest of efficient and economical administration of state and local government; and
- D. The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

DSHS further certifies that it has statutory authority to contract for the services described in the Contract under *Tex. Health and Safety Code* Chapter 191 and *Tex. Gov't Code* Chapter 791.

Local Government further certifies that it has statutory authority to contract for the services described in the Contract under *Tex. Health and Safety Code* Chapter 191 and *Tex. Gov't Code* Chapter 791.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR DSHS CONTRACT NO.TBD**

**DEPARTMENT OF STATE HEALTH SERVICES**

**HUNT COUNTY**

\_\_\_\_\_  
Signature

Manda Hall, MD

Printed Name

Associate Commissioner for Community Health  
Improvement

Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Bobby W. Stovall

Printed Name

County Judge

Title

\_\_\_\_\_  
Date

5-9-23

# ATTACHMENT A

## HHS DATA USE AGREEMENT

This Data Use Agreement (“DUA”), effective as of the date the Base Contract into which it is incorporated is signed (“Effective Date”), is entered into by and between a Texas Health and Human Services Enterprise agency (“HHS”), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas (“CONTRACTOR”).

### ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information. *45 CFR 164.504(e)(1)-(3)*. This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

### ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:



(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

**“Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein “PHI”);

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 52I;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**“Legally Authorized Representative”** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

### **ARTICLE 3.**

## **CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION**

### **3.01 Obligations of CONTRACTOR**

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in **45 C.F.R. 160.103**) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit

Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. **45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.524 and 164.504(e)(2)(ii)(E).**

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F).**

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528.**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2).**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202.**



(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: **45 CFR 164.504(e)(4)(A)**.

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**.

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHS and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make

the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306.**

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).**

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. **45 CFR 164.308(a)(2).**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure

and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d).**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d).**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I).**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information in motion includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information at rest requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d).**

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of

Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision I – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

#### **ARTICLE 4.**

### **BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**



**4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.**

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). **45 CFR 164.404.**

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: [privacy@HHSC.state.tx.us](mailto:privacy@HHSC.state.tx.us) and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410.**

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to [privacy@HHSC.state.tx.us](mailto:privacy@HHSC.state.tx.us) and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414.**

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

**4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530**

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

**4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)**

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

## **ARTICLE 5. STATEMENT OF WORK**

“Statement of Work” means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

## **ARTICLE 6. GENERAL PROVISIONS**

### **6.01 Oversight of Confidential Information**

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

### **6.02 HHS Commitment and Obligations**

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

### **6.03 HHS Right to Inspection**

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

### **6.04 Term; Termination of DUA; Survival**

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.



(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violation is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

## **6.05 Governing Law, Venue and Litigation**

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

## **6.06 Injunctive Relief**

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

#### **6.07 Responsibility.**

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

#### **6.08 Insurance**

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

#### **6.08 Fees and Costs**

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

#### **6.09 Entirety of the Contract**

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be

enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

#### **6.10 Automatic Amendment and Interpretation**

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

**HEALTH AND HUMAN SERVICES**  
**Contract Number HHSREV100000858**  
**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:

Hunt County Clerk

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**Legal Name of Contractor**

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

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**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.**

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**Signature of Authorized Representative**

Bobby W. Stovall

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**Date Signed**

County Judge, Hunt County

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

2507 Lee Street

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**Physical Street Address**

P O BOX 1316

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**Mailing Address, if different**

(903) 408-4130

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**Phone Number**

blandrum@huntcounty.net

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**Email Address**

75-6001017

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**Federal Employer Identification Number**

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**Texas Franchise Tax Number**

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**SAM.gov Unique Entity Identifier (UEI)**

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**Title of Authorized Representative**

Greenville, Tx 75401

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**City, State, Zip Code**

Greenville, Tx 75403

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**City, State, Zip Code**

(903) 408-4287

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**Fax Number**

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**DUNS Number**

17560010179

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**Texas Identification Number (TIN)**

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**Texas Secretary of State Filing  
Number**



# ATTACHMENT C STATEMENT OF WORK

## **I. Responsibilities of the Parties**

- A. Local Government shall use the Texas Electronic Registration Remote System (“TxEVER”) to search DSHS databases, locate data, and issue Certifications of Birth (“Birth Certificates”) only to authorized individuals or entities requesting such data. The Birth Certificates shall be provided to authorized individuals or entities in a format formally approved by DSHS. Local Government shall implement appropriate measures to ensure its use of TxEVER is not abused or misused by its personnel.
- B. DSHS will allow Local Government to access TxEVER during the hours of 7:00 a.m. to 6:00 p.m. Central Time, Monday through Friday, except national holidays as identified in *Tex. Gov’t Code* Section 662.003(a). In the event of an emergency or computer application error, DSHS may temporarily suspend TxEVER access without advance notice.
- C. Local Government shall acquire and retain at its own expense, the necessary data processing equipment, communications, hardware or software, and paper products in accordance with the requirements set out in *Tex. Admin. Code* Title 25, Section 181.28 and as specified by DSHS. If necessary, DSHS will provide technical assistance to Local Government to enable Local Government’s computer equipment to connect to TxEVER.
- D. Local Government acknowledges that TxEVER records may not be located or contain errors resulting from the following unintentional occurrences:
  - 1. Key-entry errors in spelling;
  - 2. Failure on the part of DSHS to update a file for an amendment or paternity determination; or
  - 3. The event year does not exist in TxEVER.
- E. Local Government shall provide DSHS with monthly written notification of errors or suspected errors discovered by Local Government in TxEVER.
- F. Local Government shall use TxEVER in conformance with *Tex. Health and Safety Code* Chapters 191, 192, and 195, as well as *Tex. Admin. Code* Title 25, Part 1, Chapter 181, and in the format formally approved by DSHS.

## **II. Fees, Invoicing, and Payment**

- A. **Fees.** Local Government shall pay DSHS **\$1.83** for each birth certificate issued to Local Government from TxEVER. Local Government agrees to charge the same base search fee for a birth certificate as DSHS charges to Local Government. Additional fees may only be charged as authorized by *Tex. Health and Safety Code* Chapter 191 and *Tex. Admin. Code* Title 25, Part 1, Chapter 181.

DSHS acknowledges that Local Government’s payment obligations to DSHS are payable only from funds appropriated for the then current Local Government’s fiscal year and available for the purpose of the Contract. Local Government shall provide DSHS with prompt notice of failure of Local Government to receive adequate appropriations or otherwise sufficient revenue to satisfy its obligations under the Contract.

## ATTACHMENT C STATEMENT OF WORK

- B. Invoicing.** DSHS will send itemized invoices to Local Government on the 1<sup>st</sup> of every month for all birth certificates provided to Local Government by DSHS in the prior month. Invoicing will be sent through the U.S. Postal Service to Local Government at:

Name: Hunt County Clerk  
County Clerk  
Office address: Hunt County  
PO Box 1316  
Greenville, Tx 75403

Local Government shall direct any invoicing inquiries to DSHS either by phone at 512-776-2953 or email to [yssbusinessservices@dshs.texas.gov](mailto:yssbusinessservices@dshs.texas.gov).

- C. Payment.** Local Government shall remit payment in full to DSHS within thirty (30) days of its receipt of a DSHS invoice. Payment shall be remitted via mail or electronic fund transfer. Payment by Local Government shall be considered complete on the date received by DSHS.

Local Government shall send payments to DSHS at:

Texas Department of State Health Services Cash Receipts Branch  
MC-2096  
P.O. Box 149347  
Austin, TX 78714-9347

*or*

JPMorgan Chase  
Bank Acct # 0135371118  
Bank Rt # 021409169  
TIN # 320113643