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PROFESSIONAL MEDICAL SERVICES CONTRACT
GLO Contract No. 16-149-000-9438

THE GENERAL LAND OFFICE (the "GLO") and **THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON, ON BEHALF OF ITS UT HEALTH SERVICES,** Tax Identification Number 1761761309 ("Provider"), each a "Party" and collectively "the Parties," enter into the following contract for professional medical services (the "Contract") pursuant to the Professional Services Procurement Act, TEX. GOV'T CODE Chapter 2254.

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

"Administrative and Audit Regulations" means the statutes and regulations included in Chapter 321 of the Government Code; Subchapter F of Chapter 2155 of the Government Code; and the requirements of Article VII herein. State agencies and/or designee's with the authority to audit and inspect include the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office and the Texas Comptroller of Public Accounts.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or included, as if physically, by reference within the body of this Contract.

"Contract" means this entire document, along with any Attachments, both physical and incorporated by reference.

"Deliverables" means a unit or increment of work to include any report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

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

"GAAP" means "generally accepted accounting principles."

"GASB" means the Governmental Accounting Standards Board.

"General Affirmations" means the statements in **Attachment B,** attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

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"Genetic Information" means information as defined by the Genetic Information Nondiscrimination Act ("GINA"), Pub. L. 110-223, 122 Stat. 881, enacted May 21, 2008; applicable to the services authorized under this Contract.

"GLO" means the Texas General Land Office, its officers, employees, and designees.

"HSP" means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

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

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/

"Project" means the professional medical services described in **SECTION 1.03** of this Contract.

"Prompt Pay Act" means Chapter 2251 of the Texas Government Code.

"Provider" means (UT Health Services), selected to accomplish the Project under this Contract.

"Public Information Act" means Chapter 552 of the Texas Government Code.

"Subcontractor" means an individual or business that signs a contract, or enters into an agreement with Provider, to perform part or all of the obligations of Provider under this contract.

"Work" means all services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including but not limited to Deliverables, in the performance of the Project.

1.02 INTERPRETIVE PROVISIONS

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;

(c) The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments

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and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;

(d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

(e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;

(f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;

(g) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;

(h) Time is of the essence in this Contract.

(i) In the event of conflicts or inconsistencies between this Contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract and Attachments to the Contract: Attachment B, Attachment A, and Insurance Documents.

1.03 PROJECT

Provider shall perform annual medical examinations and assure delivery of required results and reports, as described in detail in the Scope of Services and Fee Schedule in **Attachment A**, attached hereto and incorporated herein in its entirety for all purposes, for eight (8) designated employees of the GLO located in Region 1, Nederland, Texas.

1.04 REPORTING REQUIREMENTS

Provider shall, within five (5) business days of performing a medical examination required by this contract, provide the results of that physical to the GLO Director of Human Resources, by one or both of the following methods:

1) By email, to Charlotte.Miller@glo.texas.gov, using a secure, HIPAA-compliant format for all medical information. If a HIPAA-compliant format is not available, email is not an acceptable means of delivering this information.

2) By Mail, using the following address:

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CONFIDENTIAL – TO BE OPENED ONLY BY HUMAN RESOUCES
Charlotte Miller, Human Resources Director
Texas General Land Office
P.O. Box 12873, 78711-2873

Provider shall not send the results of any medical examinations required by this contract to anyone other the GLO Human Resource Director. Provider is expressly prohibited from including GLO-employee personal medical information in any communications to GLO staff regarding billing or other aspects of contract administration.

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II. TERM

2.01 DURATION

This Contract shall be effective as of the date last signed, and shall terminate on August 31, 2017. The GLO, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both parties.

2.02 EARLY TERMINATION

Either party may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If the Provider defaults on the contract, the GLO reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the GLO based on the seriousness of the default.

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

The GLO agrees to pay Provider a fee of **FOUR HUNDRED SEVENTY-FIVE DOLLARS ($475.00)** per medical examination (fixed fee), for a total amount not to exceed of **SEVEN THOUSAND SIX HUNDRED DOLLARS ($7,600.00)**, in accordance with **Attachment A,** Provider's Scope of Service and Fee Schedule.

Requests for payment must:

(a) be submitted to vendorinvoices@glo.texas.gov; with a copy to charlotte.miller@glo.texas.gov;

(b) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and

(c) not include personal medical information about GLO employees

(d) **prominently display "GLO Contract No. 16-149-000-9438."**

Failure to submit requests for payment as instructed may significantly delay payment under the Contract. Payments to Provider are subject to the Prompt Pay Act.

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IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Provider warrants that all Services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider warrants that all work product ("Deliverables") under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to provide Deliverables timely or to perform satisfactorily under conditions required by this Contract, the GLO may require Provider, at its sole expense, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action to ensure that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

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V. STATE FUNDING

5.01 STATE FUNDING

(a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

(b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

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VI. RECORDS, AUDIT, RETENTION, AND DISCLOSURE

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

Pursuant to Texas Gov't Code Chapter 2262, Provider agrees that all relevant records related to this Contract, including the records of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Provider understands that acceptance of state funds under this Contract, directly or indirectly as a subcontractor, acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Accordingly, such records shall be subject at any time to inspection, investigation, examination, audit, and copying at any location where such records may be found, with or without notice from the GLO or other government entity with necessary legal authority. Provider agrees to cooperate fully with any state entity in the conduct of inspection, investigation, examination, audit, and copying, including providing all relevant records and information requested. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a minimum of seven (7) years. The period of retention begins at the date of payment by the GLO for the goods or services or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation that may ensue.

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the GLO agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the GLO to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the GLO; or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any press releases concerning work under this contract without the prior written consent of the GLO. Also See **SECTION 8.08**.

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7.05 PUBLIC RECORDS

Pursuant to Texas Gov't Code Chapter 2261, Provider agrees this Contract, including Provider's response to the solicitation and/or proposal(s) submitted prior to this contract award, shall be posted to the GLO's website. Additional information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the GLO in portable document file (".pdf") format or any other format agreed between the parties. Failure of Provider to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the GLO for releasing such information without prior notice to Provider. Provider shall notify GLO's General Counsel within twenty-four hours of receipt of any third party written requests for information, and forward a copy of said written requests to PIALegal@glo.texas.gov. If request was not written, Provider shall forward the third party's contact information to the above-designated e-mail address.

7.06 GENETIC INFORMATION NONDISCRIMINATION ACT

Provider must comply with the Genetic Information Nondiscrimination Act of 2008 ("GINA"). GINA prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, GLO requires that Provider not submit any genetic information when responding to a request for medical information including, but not limited to an individual's family medical history; the results of an individual's or family member(s) genetic tests; the fact that an individual or an individual's family member sought or received genetic services; and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," Provider is self-insured and, therefore is not required to purchase insurance."

8.02 Taxes/Workers' Compensation/Unemployment Insurance

1.) PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER'S AND PROVIDER'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE GLO SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) PROVIDER, TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AGREES TO INDEMNIFY AND HOLD HARMLESS THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE GLO NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE GLO. PROVIDER AND THE GLO AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to

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be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY

PROVIDER, TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE GENERAL LAND OFFICE AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROVIDER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROVIDER IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. PROVIDER SHALL COORDINATE ITS DEFENSE WITH THE GENERAL LAND OFFICE AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE PROVIDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE GENERAL LAND OFFICE FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE GROSS NEGLIGENCE OF THE GENERAL LAND OFFICE OR ITS EMPLOYEES.

8.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the GLO of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.06 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ

In accordance with State law, it is the GLO's policy to assist HUBs whenever possible, to participate in providing goods and services to the agency. The GLO encourages those Parties with whom it contracts for the provision of goods and

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services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling their obligations with the GLO. The GLO encourages the Parties it contracts with to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program.

8.07 RELATIONSHIP OF THE PARTIES

Provider is associated with the GLO only for the purposes and to the extent specified in this Contract, and, in respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the GLO shall have no obligation with respect to:

(a) withholding of income taxes, FICA, or any other taxes or fees;
(b) industrial or workers' compensation insurance coverage;
(c) participation in any group insurance plans available to employees of the State of Texas;
(d) participation or contributions by the State to the State Employees Retirement System;
(e) accumulation of vacation leave or sick leave; or
(f) unemployment compensation coverage provided by the State.

8.08 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.09 NOTICES

Except for the Reporting Requirements outlined in paragraph 1.04, any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO:
Texas General Land Office
1700 N. Congress Avenue - Mail Code 158
Austin, TX 78701

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Attention: Office of General Counsel

Provider:
The University of Texas Health Science Center at Houston
7000 Fannin, Suite 1715
Houston, Texas 77030
Attention: T. Kevin Dillon, Sr. Executive Vice President

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY EITHER PARTY.**

8.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.

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However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the parties, either party may notify the other party in writing of the dispute. If the parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either party may make a decision within its respective sole discretion.

8.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.15 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void.

8.16 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR
GLO CONTRACT NO. 16-149-000-9438

GENERAL LAND OFFICE

Anne L. Idsal, Chief Clerk/
Deputy Land Commissioner

Date of execution: _____

DS 3TH OGC DS KKH
DIV DS
DIR DS GP
DGC DS JG
GC DS MH

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

Name: T. Kevin Dillon
Title: Sr. EVP, COO/CFO

Date of execution: 11/19/15

ATTACHMENTS TO THIS CONTRACT:

ATTACHMENT A – SCOPE OF SERVICES AND FEE SCHEDULE

ATTACHMENT B – GENERAL AFFIRMATIONS

ATTACHMENTS FOLLOW

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SIGNATURE PAGE FOR
GLO CONTRACT NO. 16-149-000-9438

GENERAL LAND OFFICE

DocuSigned by:

Anne L. Idsal, Chief Clerk/
Deputy Land Commissioner

Date of execution: 11/21/2015

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

Name: _____

Title: _____

Date of execution: _____

DS STH OGC DS KKH

DIV DS

DIR DS GP

DGC DS JG

GC DS

ATTACHMENTS TO THIS CONTRACT:

ATTACHMENT A – SCOPE OF SERVICES AND FEE SCHEDULE

ATTACHMENT B – GENERAL AFFIRMATIONS

ATTACHMENTS FOLLOW

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PROFESSIONAL MEDICAL SERVICES CONTRACT
GLO Contract No. 16-149-000-9438

ATTACHMENT A

Scope of Services and Fee Schedule for October 1, 2015, to August 31, 2017

Provider shall complete a medical examination of GLO employees identified by GLO staff as being subject to the GLO medical surveillance program for oil spill response workers. Medical examinations shall be utilized to (1) determine fitness-for-duty and (2) establish baseline data for comparison with future medical data in compliance with the OSHA HAZWOPER standards outlined in 29 CFR § 1910.120.

Timing

Medical examinations will be performed at the time of hire, annually thereafter, and upon separation from the GLO or transfer to a position not subject to medical surveillance. GLO will contact Provider whenever a medical examination is needed and Provider will conduct a medical examination within 10 working days of receiving such notice.

Reporting

Provider shall, within 5 business days of performing a medical examination required by this contract, provide the results of that medical examination to the GLO Director of Human Resources. Pursuant to OSHA standards, Provider's response shall not reveal specific findings or diagnoses unrelated to occupational exposures, and must include a written opinion from the examining physician containing:

(1) The physician's opinion as to whether the employee has any detected medical conditions which would place the employee at increased risk of material impairment of the employee's health from work in oil spill response environments;

(2) The physician's recommended limitations to the employee's assigned work, if any;

(3) The results of the medical examination and tests; and

(4) A statement that the employee has been informed by the physician of the results of the medical examination and any medical conditions which require further examination or treatment.

Fees

Medical examinations shall cost **FOUR HUNDRED SEVENTY-FIVE DOLLARS ($475.00)** per employee.

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Preliminary Information

The attending physician shall use the following information when conducting the medical examination:

(1) Employee's Duties

The following job duties performed by oil spill response personnel involve physical activity and/or possible chemical exposures:

- Conducts inspections, surveys, and studies involving marine oil spills
- Collects and analyses petroleum pollutants or contaminants
- Responds to, investigates, and reports on actual or threatened coastal marine oil spills
- Monitors discharge clean-up organizations
- Inspects waterfront oil-handling facilities
- Operates and maintains technical equipment including boats up to 27 feet in length (must be able to steer boat), other basic response equipment, and various detection instruments
- Moves extensively over uneven surfaces, rough terrain and/or desolate areas
- This position requires the ability to work outside and adapt to adverse weather conditions to include sea, sky and land environments

(2) Employee's Potential Exposures

Oil spill response personnel work in areas where oil spill response operations are occurring. In these areas, they may be exposed to oils and other hazardous substances of unknown origin associated with the spill event. Oil spill response personnel may also be exposed to high decibel noises.

(3) Employee's Use of Personal Protective Equipment

An oil spill response employee may utilize OSHA Level D personal protective equipment, consisting of coveralls, gloves, boots, and a hard hat. No oil spill response personnel will be required to use personal protective equipment above OSHA Level D.

(4) Employee's Known Exposures

The physician shall ask employee to provide the physician with information concerning any known exposure to hazardous chemicals, prolonged exposure to oils, exposure to high decibel noises, and any significant changes in skin or respiratory condition.

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Content of the Exam

The content of medical examinations shall be determined by the attending physician, using the information provided above and following the guidelines in the Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities available at OSHA.gov. At a minimum, all medical evaluations shall include:

- Comprehensive occupational and personal medical history
- Comprehensive physical evaluation, including:
  - pulse
  - blood pressure
  - height
  - weight
  - gait and balance
  - vision/color testing
  - range of motion
  - urinalysis for protein and sugar
  - spirometry
  - audiometry
  - RBC cholinesterase
  - lead level
  - EKG
  - comprehensive metabolic panel
  - complete blood count
  - chest X-ray (single PA view)
  - recognition of conditions that could increase susceptibility to heat stroke
  - any additional tests deemed medically necessary based on the employee's past occupational and medical history

Limited Exam at Separation

Medical examinations conducted upon separation from employment (or transfer to a position not subject to medical surveillance) may be limited to obtaining an interval medical history of the period since the last full examination (consisting of medical history, physical examination, and laboratory tests) if all three following conditions are met:

- The last full medical examination was within the last 6 months.
- No exposure occurred since the last examination.
- No symptoms associated with exposure occurred since the last examination.

If any of these criteria are not met, provider shall conduct a full medical at the termination of employment.

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MEDICAL EXAMINATIONS SHALL NOT INCLUDE DISCUSSIONS OF FAMILY MEDICAL HISTORY, AND PROVIDER SHALL NOT GIVE FAMILY MEDICAL INFORMATION TO THE GLO, IN THE EVENT SUCH INFORMATION IS OBTAINED.

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GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. The Provider has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

2. Pursuant to Title 10, Section 2155.004 of the Texas Government Code, the Provider has not received compensation from the GLO for preparing any part of this Contract.

3. Under Section 231.006, Family Code, Provider certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Any Provider subject to this section must include names and Social Security Numbers of each person with at least twenty-five percent (25%) ownership in the business entity named in this Contract. This information must be provided prior to execution of any offer.

4. Respondent certifies by signing this Attachment that: (a) the entity executing this Contract; (b) its principals; (c) its subcontractors; and (d) any personnel designated to perform services related to the work herein described are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as Pt. VII of the May 26,1988, Federal Register (pp. 19160-19211), and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Provider's subcontracts if payment in whole or in part is from federal funds.

5. In addition, Provider certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that the participants named in items 4(a) through 4(d) above are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at **https://www.sam.gov/portal/public/SAM/**, which Provider may review in making this certification. Provider acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Provider's subcontracts if payment in whole or in part is from federal funds.

6. Provider agrees that any payments due under this Contract will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

7. Provider certifies that it is in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If this section applies, Provider will complete the following information in order for the bid to be evaluated:

   Name of Former Executive: _____

   Name of State Agency: _____

   Date of Separation from State Agency: _____

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Position with Provider: _____

Date of Employment with Provider: _____

8. Provider agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.

9. Provider understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office, or its successor, in conducting the audit or investigation, including providing all records requested. Provider will ensure that this clause is included in any subcontract it awards.

10. Provider certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with this Contract during the twelve (12) month period immediately following the employee's last date of employment at the GLO.

11. Provider shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Provider shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, sex, religion, age, disability, or national origin. Such action shall include, but is not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. Provider shall include the above provisions in all subcontracts pertaining to the work.

12. Provider understands that the GLO does not tolerate any type of fraud. The GLO's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov

NOTE: **Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.**

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