



Annual AIMS Update No. 1
of
Contract No. NI170000017
for
Completion of an Economic Evaluation of DSRIP Projects
between
The University of Texas Health Science Center at Houston
and the
City of Austin

- 1.0 Administrative amendment to allocate time only for the current term of June 1, 2018 to December 31, 2018, and there are no remaining options.
- 2.0 The total contract amount is increased by \$0.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 06/01/2017 – 05/31/2018	\$250,000.00	\$250,000.00
Amendment No. 1: Option 1 - Extension 05/31/2018 – 12/31/2018	\$0.00	\$250,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.



Danielle Lord, Procurement Manager
City of Austin – Purchasing Office



M E M O R A N D U M

**City of Austin
Financial Services Department
Purchasing Office**

DATE: 07/06/2017

TO: Memo to File

FROM: Marty James, Procurement Specialist II

RE: MA 9100 NI170000017 University of Texas Health Science Center at Houston

This contract was created and administered by the Austin Public Health (APH). All original documents are located with the department. The Purchasing Office is not responsible for any procurement action for this contract other the creation of the payment mechanism for accounting purposes.



Interlocal Cooperation Agreement
No. NI170000017
for
Completion of an Economic Evaluation of DSRIP Projects
for Austin Public Health

This Interlocal Cooperation Agreement for the completion of an Economic Evaluation of DSRIP Projects for Austin Public Health ("Agreement") is by and between the City of Austin, a home-rule municipal corporation ("City"), and The University of Texas Health Science Center at Houston ("UTHEALTH"), a state institute of higher education organized under the laws of the State of Texas and a member of The University of Texas System ("System"), together the "Parties," and each individually, a "Party."

Austin Public Health (APH), a department of City, has participated in the Delivery System Reform Incentive Payment ("DSRIP") program under the 1115 Waiver of the Centers for Medicare and Medicaid Services ("CMS") since 2013. APH must complete activities that require an economic evaluation in order to determine the cost-benefit and/or cost-effectiveness of DSRIP projects.

The evaluation services provided in accordance with this Agreement include qualitative and quantitative analyses of the DSRIP projects. These evaluations will be used in DSRIP reporting and for the purposes of APH sustainability planning.

A. Term. The term of this Agreement shall be from June 1, 2017 to May 31, 2018. This Agreement shall automatically renew on June 1, 2018 for a term of 6 months, terminating on December 31, 2018, unless a Party elects to terminate the Agreement in accordance with Section I. Termination and Dispute Resolution.

B. Services. UTHEALTH will provide an economic evaluation of the DSRIP projects. The performance measures, including the deliverables and activities, are presented in Exhibit A.

C. Financial Terms.

1. City shall pay UTHEALTH for services rendered under this Agreement in an amount not to exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000).
2. The payment schedule for reimbursement is set forth in Exhibit A.
3. UTHEALTH shall submit payment requests to the City's Contract Manager for review and approval within fifteen (15) calendar days following each deliverable deadline identified in Exhibit A. City shall pay UTHEALTH within thirty (30) days of receipt of a complete and accurate invoice. Each invoice shall include copies of any and all materials deemed by the City, in its reasonable discretion, to support and verify the invoice.

4. UTHEALTH shall not submit, and the City shall not pay, any invoice that would cause the total amount paid by the City during any annual term of this Agreement to exceed \$250,000.

D. Compliance with Laws. UTHEALTH agrees to comply with all applicable federal, state, and local laws and regulations in performing and providing services under this Agreement. UTHEALTH agrees not to discriminate against employees or other persons engaged by it to provide services under this Agreement because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or veteran status.

E. Designation of Contract Managers

1. City's Contract Manager for this Agreement is Richard Waite, Grants Program Manager, Austin Public Health, P.O. Box 1088, Austin, Texas 78767, (512) 972-5001, who shall be responsible for oversight of this Agreement. City's Contract Manager may meet with UTHEALTH to discuss any operational issues or the status of the services or work to be performed.
2. UTHEALTH's Contract Manager for this Agreement is HAROLD FLENOY, SENIOR ADMINISTRATIVE MANAGER, 1616 GUADALUPE, SUITE 6.300, AUSTIN, TX 78701, 512-391-2515. UTHEALTH's Contract Manager shall represent UTHEALTH with regard to the terms of this Agreement, on behalf of its Principal Investigator Dr. Henry Brown. Dr. Henry Brown shall be the designated point of contact with regard to the performance of this Agreement and for City Contract Manager.
3. If UTHealth replaces its Principal Investigator, UTHealth shall promptly send written notice of the change to the other Party. If City replaces its Contract Manager, City shall promptly send written notice of the change to the UTHEALTH. The notice shall identify a qualified and competent replacement and provide contact information.

F. Right to Audit. UTHEALTH agrees that the representatives of the Office of City Auditor, or other authorized representatives of City, shall have access to, and the right to audit, examine, or reproduce, any and all records of UTHEALTH related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm, excluding UTHEALTH holidays). UTHEALTH shall retain all such records for a period of three (3) years after the expiration or early termination of this Agreement or until all audit and litigation matters that City has brought to the attention of UTHEALTH are resolved, whichever is longer. UTHEALTH agrees to refund to City any overpayments disclosed by any such audit.

G. Warranties. Each party certifies and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the Party.

H. Public Information Act. The Parties acknowledge that each Party is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and documents related to this Agreement that are in City's or UTHEALTH's possession or to which City or UTHEALTH has access are presumed to be public and City or UTHEALTH may release these records to the public after the other Party consents to the release unless a mandatory or discretionary exception described in the Public Information Act applies to a document.

I. Termination & Dispute Resolution

1. Termination for Cause. In the event of a default by a Party, the other Party shall have the right to terminate this Agreement for cause, by written notice delivered by certified mail to the Party in default. Unless the Party giving notice specifies a different time period in the notice, the Agreement is terminated ten (10) calendar days after the date of the notice. During this time period, the Party alleged to be in default may cure the default or provide evidence sufficient to prove to the other Party's reasonable satisfaction that the default does not exist or will be cured in a time satisfactory to the party alleging the default. In addition to any other remedy available at law or in equity, the Party not in default shall be entitled to recover all actual damages and direct costs incurred as a result of the other Party's default, reasonable court costs, and prejudgment and post-judgment interest at the maximum lawful rate, to the extent allowed by law. Each Party's rights and remedies under this Agreement are cumulative and are not exclusive of any other right or remedy provided by law.
2. Termination for Convenience. Each Party may terminate this Agreement for convenience at any time upon providing at least sixty (60) calendar days written notice to the other Party. Upon termination, UTHEALTH shall immediately stop performance of services (unless the notice directs otherwise) and deliver all documents, programs, reports, and materials accumulated in performing this Agreement (whether finished or in process) to City's Contract Manager within ten (10) business days. City shall pay UTHEALTH for all reimbursable costs and obligations incurred up to the date of termination. However, in no event shall UTHEALTH be entitled to recover any funds for unperformed services.
3. Default. A Party shall be in default under this Agreement if the Party fails to fully, timely and faithfully perform any of its obligations under this Agreement or fails to provide adequate assurance of performance under subsection 4 below (Right to Assurance).
4. Right to Assurance. When a Party to this Agreement in good faith has reason to question the other Party's intent to perform, that Party may make a written demand on the other Party for assurance of the intent to perform. The Party who is asked for assurance shall have ten (10) business days to provide notice of its assurance of intent to perform. If the Party fails to provide the assurance within the required time period, the demanding Party may treat this failure as an anticipatory repudiation of this Agreement.

J. Insurance. UTHEALTH agrees to procure the required insurance coverages attached to this Agreement as Exhibit B and deliver evidence of such coverages to City. UTHEALTH shall require all Subcontractors of every tier providing services under this Agreement to have insurance meeting the same requirements in said Exhibit B.

K. Miscellaneous

1. Independent Contractors. This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the Parties. City and UTHEALTH are independent contractors. City will not be responsible for reporting or paying employment taxes or other similar levies for UTHEALTH either

individually or collectively that may be required by the United States Internal Revenue Service or other State or Federal agencies. UTHEALTH agrees and understands that this Agreement does not grant to UTHEALTH or its employees any rights or privileges established for employees of City.

2. Jurisdiction and Venue. This Agreement is made under and shall be governed by the laws of the State of Texas, without regard to conflict of laws principles that would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Agreement, either administrative or judicial, shall be proper in Austin, Travis County, Texas.

3. Force Majeure.
 - a. Each party to this Agreement may excuse the failure of the other Party to perform its obligations under this Agreement if that failure is caused by an event of Force Majeure. Force Majeure means acts and events not within the control of the Party, and which the Party could not use due diligence to avoid or prevent. Events of Force Majeure include acts of God, strikes, riots, sabotage, civil disturbances, epidemics, acts of domestic or foreign terrorism, lightning, earthquakes, fires, storms, floods, and landslides. Force Majeure does not include economic or market conditions that affect a Party's cost but not its ability to perform.

 - b. The Party invoking Force Majeure shall give timely written notice to the other Party of the event by facsimile transmission, telephone, or electronic mail. The Party shall then promptly provide written notice of the Force Majeure in the manner required by this Agreement. The Party shall use due diligence to remedy the effects of Force Majeure as soon as reasonably possible. If a Party's performance is delayed by the event of Force Majeure, the Parties will mutually agree to extend the time for the completion of obligations by a period of time reasonably necessary to overcome the effect of the Force Majeure event.

4. Offset of Indebtedness. UTHEALTH acknowledges that City has provided notice of Article VIII, Section 1 of the Austin City Charter, which prohibits the payment of any money to any person who is in arrears to City for taxes, and of § 2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed to the City.

5. Current Revenue. UTHEALTH acknowledges that City has provided notice that City's payment obligations to UTHEALTH are payable only from funds appropriated and currently available for the purpose of this Agreement. If the City does not appropriate funds for this Agreement, or if there are no other lawfully available funds for this Agreement, the Agreement is void. City shall provide UTHEALTH with prompt notice of failure of City to make an adequate appropriation or lack of current revenue for any fiscal year to pay the amounts due under this Agreement. In such event, UTHEALTH may immediately terminate this Agreement and the City shall be obligated to compensate UTHEALTH for services performed up through the date such notice is received by UTHEALTH.

6. Assignment. Neither Party may transfer any right or obligation under this Agreement without the prior written consent of the other Party.
7. Non-Waiver. In no event shall any the City's or UTHEALTH's act or failure to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by either Party of any breach of covenant or default that may then or subsequently be committed by the other Party. Neither shall such act or failure to act in any manner impair or prejudice any right, power, privilege, or remedy available to either Party to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of either Party may waive the effect of this provision.
8. Publicity Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for UTHEALTH to promote or otherwise describe the project shall recognize City as contributor to and include a statement that indicates that the information presented does not officially represent the opinion or policy position of City.
9. No Third Party Beneficiaries. This Agreement is not intended to confer any rights upon any other person or entity, including but not limited to any client or employee of UTHEALTH.
10. Suspension of Funding.
 - a. If City makes a determination that UTHEALTH has failed to timely and properly perform its obligations, City may, without limiting any rights it may otherwise have, at its discretion, and upon three (3) calendar days within such determination provide written notice to UTHEALTH, and withhold further payments to UTHEALTH. Such notice shall be given in accordance with subsection 11 below (Notices). The notice shall set forth the default or failure alleged and the action required for cure.
 - b. The period of such suspension shall be of such duration as is appropriate to accomplish corrective action, but, in no event shall it exceed sixty (60) calendar days. At the end of the suspension period, if City determines that the default or deficiency has been satisfied, UTHEALTH may be restored to full compliance status and paid all funds withheld during the suspension period.
 - c. City shall have the right to suspend this Agreement without prior notice to UTHEALTH upon a reasonable belief of imminent or actual misuse or misappropriation of this Agreement's funds. The period of suspension under this clause shall be for a period of time appropriate and reasonably necessary to complete an investigation, but in no event shall exceed sixty (60) days. Should City choose to exercise its rights under this clause, upon reaching a decision to suspend, notice will be forwarded immediately to UTHEALTH notifying it of the suspension and any subsequent investigation City will undertake.
11. Liability: To the extent allowed by Texas law and the Constitution of the State of Texas, the City and UTHEALTH agree that each party is responsible for its own proportionate share of any liability for its negligent acts or omissions.

12. Notices All notices, demands, and requests required or permitted under this Agreement shall be in writing and may be given by: (a) hand delivery to the party to be notified; (b) deposit in the United States mail, registered or certified, with return receipt requested, postage prepaid, addressed to the party at the address set forth below; (c) overnight courier of general use in the business community of Austin, Texas; or (d) facsimile correspondence if a facsimile number is provided below and the sending party retains a machine generated confirmation sheet evidencing the time and date of the facsimile transmission. Notice given under this section shall be deemed delivered and effective on the earlier of actual receipt or three (3) calendar days following deposit in accordance with the requirements of subsection (b) above, except for (d) above, which will provide the date and time of delivery. For purposes of notice the addresses of the Parties are:

UTHEALTH:

The University of Texas Health Science
Center at Houston
School of Public Health
Austin Regional Campus
Harold Flenoy,
Senior Administrative Manager
1616 Guadalupe, Suite 6.300
Austin, TX 78701

CITY:

By hand delivery to:
Stephanie Hayden, Interim Director
City of Austin
Austin Public Health
7201 Levander Loop, Building E
Austin, Texas 78702

If by mail:
P.O. Box 1088
Austin Texas 78768

With copy to:

With a copy to:

Dr. Henry Brown
1616 Guadalupe, UTA-6.348
Austin, TX 78701

Richard Waite, 1115 Grants Program Manager
City of Austin
Austin Public Health
7201 Levander Loop, Building E
Austin, Texas 78702

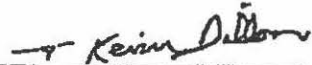
13. Entire Agreement

This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties with regard to the subject matter of this Agreement. The Parties agree that any prior contract, assertion, statement, understanding, or other commitment prior to or contemporaneous with this Agreement, whether written or oral, shall have no force or effect whatsoever; nor shall any contract, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect unless signed by both Parties.

[signature pages follow]

The University of Texas Health Science
Center at Houston dba UTHEALTH:

CITY OF AUSTIN:

Signature: 
Kevin Dillon
Sr. EVP, COO/CFO
Date: 5/30/17, 2017

Signature: 
~~H.G. (Don) Lumbrales~~ Sara Hensley
Interim Assistant City Manager

Date: 6/22/, 2017

PROGRAM WORK STATEMENT

DSRIP Deliverables Contract

1. Introduction/Overview

Austin Public Health (APH) has participated in the Delivery System Reform Incentive Payment (DSRIP) program under the 1115 Waiver of the Centers for Medicaid Services (CMS) since 2013. APH must complete activities that require an economic evaluation in order to determine the cost-benefit and/or cost-effectiveness of DSRIP projects.

2. Project Description

The purpose of this contract is for UT Health Science Center (UTHEALTH) to provide evaluation services including qualitative and quantitative analyses of the DSRIP projects. These evaluations will be used in DSRIP reporting and for the purposes of APH sustainability planning.

An economic evaluation will be completed for the following DSRIP projects:

- Permanent Supportive Housing (PSH)
- Diabetes
- Tobacco
- Maternal-Infant Outreach Project (MIOP)
- Healthy Families
- Immunizations
- Peer to Peer (P2P)
- Tuberculosis (TB)

UTHEALTH will work with each project to determine the cost for implementing each project (opportunity costs, materials, time, etc.) and use this data to determine a cost per project enrollee.

Using available health outcome data provided by Austin Public Health, projections of impact on quality of life, life expectancy, and literature review, UTHEALTH will estimate project benefits in financial terms. Finally, costs and benefits will be aggregated and expressed as a cost-benefit ratio for each project.

The Preliminary Results deliverable will include:

- Costs associated with each program
- Health outcomes of each program
- Updated timeline and description of activities (as needed)

The Final Economic Evaluations for each project will include:

- Costs associated with the program
- Health outcomes of the programs
- Financial value of health outcomes
- Cost – Benefit ratio
- Results of a Monte Carlo analysis, a computer analysis to test the extent to which APH's results may vary if the project were to be replicated.

- Discussion on how the results of the evaluation can contribute to an alternative payment model (APM)/value-based purchasing (VBP) arrangement and how one or more APM/VBP methodologies may work for each project.

3. Deliverables and Payment Schedule

Deliverable Description	Deliverable Due Date	Supporting Documentation Required	Payment Amount	% of Total Funding
Economic Evaluation Plan	15-Aug-17	Submit a plan, including timelines and details of information needed from APH, for completing the economic evaluation of each project.	\$2,000.00	1%
Preliminary Results	15-Oct-17	Provide preliminary economic evaluation results (update timeline and activities as needed) to APH for the purposes of reporting sustainability efforts to HHSC.	\$3,000.00	1%
Draft Economic Evaluation for PSH	15-Mar-18	Provide first draft of economic evaluation report for PSH project to APH staff for review and comment.	\$7,500.00	3%
Draft Economic Evaluation for Diabetes	15-Mar-18	Provide first draft of economic evaluation report for Diabetes project to APH staff for review and comment.	\$7,500.00	3%
Draft Economic Evaluation for Tobacco	15-Mar-18	Provide first draft of economic evaluation report for Tobacco project to APH staff for review and comment.	\$7,500.00	3%
Draft Economic Evaluation for MIOP	15-Mar-18	Provide first draft of economic evaluation report for MIOP project to APH staff for review and comment.	\$10,000.00	4%
Draft Economic Evaluation for Healthy Families	15-Mar-18	Provide first draft of economic evaluation report for Healthy Families project to APH staff for review and comment.	\$7,500.00	3%
Draft Economic Evaluation for Immunizations	15-Mar-18	Provide first draft of economic evaluation report for Immunizations project to APH staff for review and comment.	\$7,500.00	3%
Draft Economic Evaluation for P2P	15-Mar-18	Provide first draft of economic evaluation report for P2P project to APH staff for review and comment.	\$10,000.00	4%
Draft Economic Evaluation for TB	15-Mar-18	Provide first draft of economic evaluation report for TB project to APH staff for review and comment.	\$7,500.00	3%
Final Economic Evaluation for PSH	15-Oct-18	Provide final economic evaluation report for PSH project to APH staff for review and comment.	\$10,000.00	4%
Final Economic Evaluation for Diabetes	15-Oct-18	Provide final economic evaluation report for Diabetes project to APH staff for review and comment.	\$15,000.00	6%
Final Economic Evaluation for Tobacco	15-Oct-18	Provide final economic evaluation report for Tobacco project to APH staff for review and comment.	\$15,000.00	6%

Final Economic Evaluation for MIOP	15-Oct-18	Provide final economic evaluation report for MIOP project to APH staff for review and comment.	\$47,500.00	19%
Final Economic Evaluation for Healthy Families	15-Oct-18	Provide final economic evaluation report for Healthy Families project to APH staff for review and comment.	\$15,000.00	6%
Final Economic Evaluation for Immunizations	15-Oct-18	Provide final economic evaluation report for Immunizations project to APH staff for review and comment.	\$15,000.00	6%
Final Economic Evaluation for P2P	15-Oct-18	Provide final economic evaluation report for P2P project to APH staff for review and comment.	\$47,500.00	19%
Final Economic Evaluation for TB	15-Oct-18	Provide final economic evaluation report for TB project to APH staff for review and comment.	\$15,000.00	6%
			\$250,000.00	100%

4. Clarifications

- Not at this time.

EXHIBIT B

Insurance:

The University of Texas Health Science Center at Houston (UTHEALTH) is part of the University of Texas System, an agency of the State of Texas is required to maintain the following:

- (a) as defined by the Texas Labor Code, is self-insured for all workers compensation. As such, the University provides coverage for its employees as stipulated under the Texas Labor Code, Title 5 Workers' Compensation, Chapter 503. The University's workers' compensation program is administered through a third party administrator and adheres to rules and regulations established by the Texas Division of Workers' Compensation.
- (b) is also self-insured for all third party liability coverage. As such UTHEALTH, based on the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, has limited liability under the Act. Liability in cases of personal injury or death is limited to a maximum amount of \$250,000 per person and \$500,000 for each single occurrence. The maximum amount of liability for injury to or destruction of property is \$100,000 for each single occurrence.
- (c) Automobile liability insurance for all owned, non-owned and hired vehicles with limits of at least \$600,000 combined single limit.

Liability: To the extent allowed by Texas law and the Constitution of the State of Texas, the City and UTHEALTH agree that each party is responsible for its own proportionate share of any liability for its negligent acts or omissions.



THE UNIVERSITY OF TEXAS SYSTEM

Office of General Counsel

201 WEST SEVENTH STREET AUSTIN, TEXAS 78701-2981

TELEPHONE (512) 499-4462

FAX (512) 499-4523

Daniel H. Sharporn
Vice Chancellor and General Counsel

MEMORANDUM

TO: Whom It May Concern

FROM: Daniel H. Sharporn

DATE: December 19, 2014

SUBJECT: Insurance and Indemnification of The University of Texas System

The following information accurately summarizes the current state of affairs with respect to certain insurance and indemnification matters governing the academic and health institutions of The University of Texas System.

The University of Texas System is composed of 16 institutions (six exclusively health-related institutions, eight primarily academic institutions, and two academic institutions with medical schools) as well as UT System Administration. As an agency of the State of Texas, The University of Texas System is precluded from granting full indemnity in an agreement with another entity. This preclusion has two bases, the first of which is the Texas Constitution. Primarily, Article 3, Sections 50-52, of the Constitution generally provide that the State has no power to give, lend, or pledge the credit of the State to any person, association, or corporation.

The second basis for the preclusion is the doctrine of sovereign immunity, which, although abrogated in other states, continues to be the rule in Texas. A governmental unit, such as a University of Texas System institution, is immune from suit and liability unless the State (i.e. the Legislature) consents to the suit. *Dallas Area Rapid Transit v. Whitley*, 104 S.W. 3d 540, 542 (Tex. 2003). Legislative consent to suit, whether expressed

by statute or otherwise, must be given in clear and unambiguous language. *University of Texas Medical Branch v. York*, 871 S.W. 2d 175, 177 (Tex. 1994).

Employees of The University of Texas System are provided workers' compensation insurance coverage under a self-insured, self-managed program as authorized by the Texas Labor Code, Chapter 503.

The University of Texas System purchases automobile liability insurance for all University-owned, -hired and non-owned vehicles with limits of at least \$250,000 per person and \$500,000 per accident for bodily injury and \$100,000 for property damage. As discussed below, these damage limits are set by statute. The University of Texas System retains the right to self-insure automobile liability in the future if it is deemed to be in its best interest.

Because of the doctrine of sovereign immunity, The University of Texas System, an agency of the State of Texas, does not purchase general liability or employer's liability insurance for alleged torts committed by its employees who act within the scope of their employment, except in limited circumstances. However, the Texas Tort Claims Act ("the Act"), Chapter 101 of the Texas Civil Practice and Remedies Code, does provide a limited waiver of sovereign immunity for claimants who make tort claims under its provisions. These claims fall into two general areas: (i) injuries arising out of use of publicly owned motor vehicles and motor-driven equipment and (ii) injuries arising out of conditions or use of property.

The University of Texas System's liability under the Act is limited. Under the Act, liability in cases of personal injuries or death is limited to a maximum amount of \$250,000 per person and \$500,000 for each single occurrence. The maximum amount of liability for injury to or destruction of property is \$100,000 for each single occurrence.

This memorandum is intended only for use by The University of Texas System institutions and UT System Administration and their intended recipients. Subject to applicable law, this memorandum may not otherwise be disclosed by the recipient to third parties without the prior consent of the Office of General Counsel of The University of Texas System. This memorandum may be relied on as accurate only as of the date it is issued. The University of Texas System assumes no obligations to update this information and the recipient acknowledges that this information may be subsequently rendered inaccurate by statutory changes and other matters beyond the control of The University of Texas System.