

**AGREEMENT BETWEEN
TEXAS DIVISION OF EMERGENCY MANAGEMENT
AND SLS CO LTD. FOR
THE ESTABLISHMENT AND OPERATION OF ALTERNATE CARE SITE**

This Agreement (this “Agreement”), is entered into as of this 29th day of October, 2020 (the Effective Date”) by the STATE OF TEXAS DIVISION OF EMERGENCY MANAGEMENT (“TXDEM”) and SLS CO LTD. (“SLS”), individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, TXDEM is a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas that has been given responsibility for responding to the COVID-19 pandemic; and

WHEREAS, the Governor of the State of Texas issued an executive Disaster Proclamation dated March 13, 2020 (as extended) declaring state of emergency for all counties within the State as a result of the threat and spread of the COVID-19 virus (the “Proclamation”); and

WHEREAS, the Proclamation, together with the related executive orders and suspensions of law issued in connection therewith, allows TXDEM to enter into emergency contracts aimed at protecting the health and safety of Texans; and

WHEREAS, in order to manage the increasing number of COVID-19 patients in the El Paso area, TXDEM wishes to establish and operate an alternate care site (“ACS”) at El Paso’s Convention and Performing Arts Center for treatment of COVID-19 positive patients in accordance with the attached Appendix “A” *El Paso Convention Center COVID-19 Clinical Criteria for Admission* (“EPCC”); and

WHEREAS, TXDEM wishes to engage SLS to provide set-up, equipment, staffing, and management services in connection with the establishment and operation of EPCC; and

WHEREAS, the Parties wish to document their understanding for SLS’s work in connection with EPCC.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein exchanged, and for other good and valuable consideration, the Parties agree as follows:

1. Term. The term (“Term”) of this Agreement shall begin upon execution by both Parties (“Effective Date”) and remain effective through completion of the scope of work as described in Section 2, unless sooner terminated pursuant to the terms hereof.

2. Scope of Work. Consistent with the terms of this Agreement, TXDEM will establish and operate EPCC, and SLS will manage EPCC for TXDEM. Specifically, SLS will:

(a) **Installation Services.** SLS shall complete all installation required to set up EPCC in accordance with guidance from the Centers for Disease Control and Prevention and Texas state and local public health authorities for establishing an alternate care site for COVID-19 patients to enable it to operate as a fifty (50) bed facility (25 low acuity patient beds, 23 medium acuity patient beds, and 2 critical care patient beds), with an ability to rapidly expand to a hundred (100) bed facility upon TXDEM's request. EPCC shall have the capacity to admit at least fifteen (15) patients during the first two (2) weeks of the Initial Term and, thereafter, shall have the capacity to admit up to fifty (50) patients, with an ability to rapidly expand to a hundred (100) bed facility upon TXDEM's request. SLS shall manage the ACS at EPCC for a minimum of 30 days commencing on the Effective Date, and TXDEM may extend the Term for successive 14 day periods ("Renewal Term") if TXDEM provides SLS with 72 hour advance written notice prior to the termination of the Term or any subsequent Renewal Term.

Installation shall include the following:

- Sleeping services: includes providing Beds (50 initially, and up to 100 upon TXDEM's request), Interior dividers (PVC dividers), Blankets, Linens, and Pillows.
- Feeding Services: Meals (4 per day - hot breakfast, box lunch, hot dinner, midnight lunch) and beverages to support 50 patients initially (and up to 100 upon TXDEM's request) and on-site hospital staff.
- Hygiene Services: Showers (existing facility) with towels and Toilets (existing facility, restroom trailers and/or portolets).
- Laundry Services: Provided for linens
- Custodial Services
- Electrical Upgrade – Provide four (4) plugs to each room, task light to each room
- Patient Room Furnishings – End tables, Lockable Storage cabinets, Patient Feeding Trays
- Nurse Stations – Chairs, Tables, Lighting, Electrical Plugs
- Generators to service company provided assets (if needed)
- Return the ACS at EPCC to its current or better conditions as described in Section 47.

SLS will manage the installation and operation and return to service of all items used in EPCC in accordance with guidance from the Centers for Disease Control and Prevention and Texas state and local public health authorities. Costs of these items (if required) will be billed to TDEM at actual cost + 0% Markup (the term "Markup" includes indirect cost charges (such as facilities and administrative costs); overhead charges or costs (of any type such as labor, materials, handling, etc.); general and administrative costs; as well as any fees, profit, or amounts representing revenue in excess of the actual direct cost of these items to SLS.) ("Additional Costs"):

- Provide 3rd Party Security and Fire Watch

- Costs associated with required generator back up power to support the ACS
- IT Upgrades to support the EMR and/or other hospital communications
- HVAC Fresh Air Injection Upgrades

(b) **Medical Staff, Equipment and Supplies.**

- SLS will provide appropriate medical staff, operational support staff, logistics and hospital administration staff. Staffing ratios to be based upon realized needs while supporting EPCC operations. Initially, medical staff will be working at emergency staffing levels (87.5 hrs/week). SLS will continue to add staff during ramp-up period to achieve normal staffing levels.
- SLS (through its staffing subcontractor) will provide a facility Chief Medical Officer (CMO) who, working together with administrators and physicians from local hospitals, will develop patient care protocols to be implemented at EPCC.
- SLS will be responsible for obtaining and maintaining all necessary licenses, permits, and certifications required by applicable state and federal government authorities in connection with the establishment and operation of EPCC.
- SLS will be responsible for all patient care and provide all materials, supplies and equipment required for the performance of all point of care testing and patient care as is customarily performed in COVID-19 positive ACS facilities.
- SLS will provide equipment in quantities, type, and kind to provide the appropriate level of care for 50 patients initially, and up to 100 upon TXDEM's request.
- SLS (or its staffing provider) shall be solely responsible for all payroll, health benefits, required insurance coverages, tax reporting and payment, wage compliance, etc.
- Supplies necessary to support the efficient operation of EPCC will be purchased by SLS and consumed as needed during the Initial Term (and any Renewal Terms).
- SLS will provide regular reports to TXDEM on the management of EPCC and, upon TXDEM's request, attend calls and/or meetings with TXDEM to discuss EPCC's operation.
- Upon TXDEM's request, SLS (in consultation with its staffing subcontractor and local hospitals) will assist with the development of an emergency operations plan and/or other policies or procedures required for EPCC's operation.

SLS represents and warrants that all services provided hereunder shall be provided by individuals with appropriate qualifications, evidence of which shall be provided to TXDEM upon request. SLS-provided physicians must provide services in a competent and qualified manner in accordance with all Applicable Laws (as defined below) and applicable standard of care in the State of Texas. During the Term, SLS shall ensure that each SLS-provided physician shall either maintain a valid license to practice medicine in the State of Texas, or have been granted emergency licensure to practice in the State by the Texas Medical Board pursuant to authority granted under Title 22 of the Texas Administrative Code Chapter 172.20 and 172.21.

All medical and other records and documents prepared by SLS or its subcontractors shall be and remain the property of SLS or its subcontractors and the applicable patient, in accordance

with Applicable Laws. SLS agrees to keep all such records confidential and shall cause its subcontractors to keep such records confidential, in accordance with all Applicable Laws.

SLS represents and warrants that, except as disclosed in writing to TXDEM, the following are true with respect to any SLS-provided physician providing services under this Agreement:

- No physician has had their license to practice medicine, in any state, suspended, revoked, restricted, or deemed to be probationary;
- No physician has ever been reprimanded, sanctioned, or disciplined by any licensing or accrediting board or state of local medical society or specialty board;
- No physician has had a final judgement of malpractice entered against them;
- No physician has been denied membership or reappointment of membership on the medical staff of any hospital, and no clinical privileges have ever been suspended, curtailed, or revoked; and
- As of the Effective Date, no physician has been the subject of any report or disclosure submitted to the National Practitioner Data Bank.

(c) **TXDEM shall be responsible for:**

- Monitoring SLS's performance of the services and SLS's management of EPCC;
- Assisting with acquiring high demand medical equipment and supply items, including COVID19 related medications and rapid testing equipment, if needed;
- Assisting SLS in securing reciprocal acknowledgment of required medical licensing from the State of Texas, if needed;
- Assisting SLS in obtaining necessary licensing support or connection to a local hospital system that allows for full functioning of EPCC, if needed; and
- Assisting SLS in obtaining necessary licensing support or connection to a local hospital system that allows for transfer of and/or access to DEA controlled drug delivery to EPCC patients, if needed.

3. Invoicing and Payment.

(a) Except as specifically addressed herein, pricing for *Installation Services* and for *Medical Staff, Equipment and Supplies* shall be on a Firm Fixed Price ("FFP") basis as set forth on Exhibit A, attached.

(b) Upon execution of this Agreement, SLS shall be entitled to invoice Mobilization costs in the amount of \$712,500.00 as set forth on Exhibit A ("Advance Payment"). The initial invoice shall be payable by TXDEM upon receipt of a properly prepared and submitted invoice within ten (10) days after receipt.

(c) Subsequent invoices for the remaining FFP (and for Additional Cost items) shall be issued by SLS monthly during the Term of this Agreement and shall be payable by TXDEM on a

Net 30-day basis upon receipt of a properly prepared and submitted invoice in conformance with the Texas Prompt Payment law. The first of these subsequent invoices shall credit TXDEM the Advance Payment in full.

(d) All payments shall be made by electronic direct deposit. SLS is required to complete and submit to TXDEM a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at:

<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/>.

(e) SLS acknowledges that TXDEM may submit its costs incurred in connection with EPCC and the services provided herein to the Federal Emergency Management Agency ("FEMA") for reimbursement.

(f) Invoices for cost-reimbursable items shall describe the type, amount, and cost of each such item of Additional Cost for which reimbursement is sought. Invoices should include supporting documentation for the amounts shown on each such invoice.

4. Termination.

(a) In the event of a default by either party which is not cured within seven (7) days after receipt of notice detailing same, the non-defaulting party shall have the right to terminate this Agreement, in whole or in part, for cause, and without penalty, provided that said failure is through no fault of the non-defaulting party.

(b) In addition, TXDEM shall have the right to terminate this Agreement, in whole or in part, for its convenience, upon fourteen (14) days written notice to SLS; *provided, however*, that TXDEM shall pay SLS any fees for services rendered through the Effective Date of termination for convenience, and specifically including demobilization costs and quarantine pay for all staff provided as detailed in Exhibit A.

(c) TXDEM has the right to immediately terminate this Agreement, without penalty, in the event of (i) SLS's gross negligence, willful misconduct, or sanction by the Centers for Medicare and Medicaid Services ("CMS"), the Office of the Inspector General or another governmental entity, (ii) SLS's violation of any Applicable Law, or (iii) a filing by or against SLS of a petition in bankruptcy or in equity for receivership or for reorganization under the United States Bankruptcy Code, as now or hereafter amended, which filing is not withdrawn or vacated within thirty (30) days.

5. Confidentiality. Each Party recognizes and acknowledges that, by virtue of entering into this Agreement and performing their respective obligations hereunder, each Party may have access to certain information of the other Party that is confidential and constitutes proprietary, valuable, special, and unique property of the other Party. To the extent allowed by the laws and Constitution of the State of Texas without regard to its conflicts of law statutes or principles, the Parties agree that they shall not at any time, either during or subsequent to the

term of this Agreement, disclose to others, use, copy or permit to be copied, without the express prior written consent of the other Party whose confidential information is so disclosed or used, except pursuant to the performance of such Party's duties hereunder, any confidential or proprietary information of the other Party, including, but not limited to, information which concerns costs which is not otherwise available to the public. Any information owned by either Party shall remain the property of the disclosing Party.

6. Public Information.

(a) SLS acknowledges that TXDEM is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon TXDEM's written request, SLS will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TXDEM.

(c) SLS acknowledges that TXDEM may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

(d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement, and SLS agrees that the agreement can be terminated if SLS knowingly or intentionally fails to comply with a requirement of that subchapter.

7. Dispute Resolution. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TXDEM and SLS to attempt to resolve any claim for breach of contract made by SLS that cannot be resolved in the ordinary course of business. SLS shall submit written notice of a claim of breach of contract under this Chapter to the Chief of TXDEM, who shall examine SLS's claim and any counterclaim and negotiate with SLS in an effort to resolve the claim.

8. Insurance. SLS's insurance requirements are detailed in Exhibit B attached hereto.

9. Compliance with Laws. SLS will comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement and the establishment and operation of EPCC, including but not limited to the Healthcare Laws (as defined below) (collectively, "Applicable Laws"). Under this Agreement, SLS or its subcontractors may create, or have access to, records or record systems that contain data protected or made confidential or sensitive by applicable federal, state, and local laws, rules, and regulations (collectively, "Patient Records"). SLS will comply, and, in accordance with Exhibit H, will cause its subcontractors to comply, with all applicable federal, state, and local laws, rules, and regulations relating to the maintenance, uses, and disclosures of such Patient Records ("Healthcare Laws"),

including but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder and Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder (“HIPAA”). To the extent applicable under HIPAA, SLS and its subcontractors shall make their internal practices, books, and records relating to the use and disclosure of protected health information available to the Secretary of Health and Human Services or the Secretary’s designee for purposes of determining compliance with HIPAA. Furthermore, SLS and its subcontractors shall permit TXDEM and the authorized representatives of TXDEM to visit and inspect EPCC, including its books, records and Patient Records, for purposes of monitoring the quality and amount of the services rendered by SLS or its subcontractors pursuant to this Agreement, and SLS and its subcontractors shall enter into any necessary business associate agreements for the sharing of such Patient Records under this Agreement.

10. Indemnification. SLS shall indemnify A&M System and TXDEM, and their regents, employees, students, and agents for claims arising from (i) SLS’s breach of this Agreement, (ii) SLS’s management and operation of EPCC, (iii) the performance of the services under this Agreement, (iv) actual or alleged billing errors, false claims, or insurance fraud relating to claims made by SLS for any services, or (v) the negligent or intentional acts or omissions of SLS or its employees, contractors or agents.

11. Relationship of the Parties. SLS’s relationship with TXDEM is that of an independent agent and not that of an employee. SLS covenants that neither it nor any SLS employees nor any staff provided by SLS subcontractors will hold themselves out as, nor claim to be, employees of TXDEM or the State of Texas, and that they will not make any claim, demand, or application to or for any right or privilege applicable to an employee of TXDEM or the State of Texas including, but not limited to, Workers' Compensation, benefits, pension, payroll taxes, or Social Security.

12. Limitation of Liability. Neither Party, nor their respective employees or agents, shall be liable to the other for indirect, punitive, exemplary or consequential damages. Neither Party’s officers, directors, agents or employees shall have personal liability to the other Party under this Agreement except in cases of fraud. It is the express intent of the Parties that SLS and its staffing subcontractor shall be considered “covered persons” for purposes of coverage and applicability of the Declaration issued by the Secretary of the Department of Health and Human Services on February 4, 2020 (*see* 85 F.R. 15198) extending certain protections and immunities from civil liability to “covered persons” and “countermeasures” used in response to the COVID-19 pandemic, as authorized under the Public Readiness and Emergency Preparedness (PREP) Act.

13. Force Majeure. Neither party will be in breach of its obligations under this agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have

occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s).

14. Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: "Under Section 231.006, Texas Family Code, the vendor or applicant 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."

15. Payment of Debt or Delinquency to the State. Pursuant to Section 2252.903, Texas Government Code, SLS agrees that any payments owing to SLS under this Agreement may be applied directly toward certain debts or delinquencies that SLS owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

16. Previous Employment. SLS acknowledges and understands that Section 2252.901, Texas Government Code, prohibits A&M System from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If SLS is an individual, by signing this Agreement, SLS certifies that Section

2252.901, Texas Government Code, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

17. Franchise Tax Certification. If SLS is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then SLS certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that SLS is exempt from the payment of franchise (margin) taxes.

18. State Auditor's Office. SLS understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. SLS agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. SLS will include this provision in all contracts with permitted subcontractors.

19. Non-Assignment. SLS shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TXDEM.

20. HUB Subcontracting Plan. If a subcontractor will be used to provide any commodity or service as part of the scope on a specific assignment, SLS will be required to make a good faith effort and complete the state of Texas HSP found at <https://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/>. If there are pre-existing agreements in place with companies who will be hired as subcontractors, SLS will show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then SLS will be expected to make a good faith effort according to the HSP instructions. In the event that you determine you will be using a subcontractor, please contact Mary Williams at me-williams@tamu.edu or (979) 458-7434 for assistance in determining available HUB subcontractors and proper completion of the HSP.

21. Conflict of Interest. By executing this Agreement, SLS and each person signing on behalf of SLS certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

22. Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, SLS certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. SLS acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

23. Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, SLS certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. SLS acknowledges that this Agreement may be terminated if this certification is or becomes inaccurate.

24. Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, Government Code, SLS certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

25. Records Retention. SLS will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.

26. Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. TXDEM and SLS can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

27. Not Eligible for Rehire. SLS is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.

28. Entire Agreement. This Agreement, including all documents, attachments, appendices, or exhibits attached hereto and hereby incorporated by reference, contains the entire agreement between the Parties with respect to the subject matter hereof and all prior or contemporaneous agreements or understandings whether written or oral are merged into this Agreement.

29. Severability. If any section of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining sections shall remain in full force and effect.

30. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the State of Texas without regard to conflicts of laws principles. Venue for any proceeding brought in connection with this Agreement shall be proper only in the State or Federal Courts sitting in Travis County, Texas.

31. Waiver. The failure to enforce any right or remedy under this Agreement or at law shall not constitute a waiver of such right or remedy. SLS expressly acknowledges that TXDEM is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TXDEM of its right to claim such exemptions, privileges, and immunities as may be provided by law.

32. Execution. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and when taken together shall constitute one and the same Agreement. Electronic, facsimile or PDF image signatures shall be treated as original signatures.

33. Access by Individuals with Disabilities. SLS represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to TXDEM under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent SLS becomes aware that the EIRs, or any portion thereof, do not comply then SLS represents and warrants that it will, at no cost to TXDEM, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

34. Prohibited Bids and Agreements. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The Texas Government Code requires the following statement: "Under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

35. Right of Review and Records Retention.

(a) SLS and its subcontractors, if any, shall properly, accurately and completely maintain all books, documents, papers and records of SLS's that are directly pertinent to this Agreement and shall make such materials available to TDEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives at their respective offices, at all reasonable times and as often as the aforementioned may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by TDEM and any of its authorized representatives.

(b) SLS agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) SLS SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION, AND THE REQUIREMENT TO COOPERATE.

(d) SLS will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in Exhibit C, governing audit requirements pertaining to work performed under this Agreement.

(e) SLS will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement. SLS also agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than seven (7) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case SLS agrees to maintain same until TDEM, the applicable federal administrator, the Comptroller General of the United States or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims or other such questions.

(f) Books and Records. SLS shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to TDEM the Texas State Auditor's Office, the United States Government, and/or their authorized representatives, sufficient information to determine compliance with the terms and conditions of this Agreement and all state and federal rules, regulations, and statutes including, but not limited to, the applicable laws and regulations provided in Exhibit C.

(g) Access to Records. SLS acknowledges and agrees that TDEM shall have access to any and all such documents at any and all times, as deemed necessary by TDEM, during said retention period. Additionally, SLS agrees to provide TDEM, any FEMA or other federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any book, documents, papers, and records of SLS which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. TDEM and SLS acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States. TDEM may, at its election, require SLS to return the documents to TDEM at SLS's expense prior to or at the conclusion of the retention period. In such event, SLS may retain a copy of the documents.

36. Representations & Warranties. If SLS is a business entity, SLS warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of SLS has been duly authorized to act for and bind SLS.

37. E-Verify. By entering into this Agreement, SLS certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the SLS to perform scope of.

38. DHS or Other Federal Seals, Logos, and Flags. SLS shall not use the DHS or other federal seal(s), logos, crests or reproductions of flags or likenesses of DHS or other federal agency officials without specific FEMA or applicable federal agency pre-approval.

39. Compliance with Federal Law, Regulations, and Executive Orders. SLS acknowledges that federal financial assistance funds will be used to fund the Agreement. SLS will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

40. Clean Air Act. The following is only applicable if the amount of the contract exceeds \$150,000.

(a) SLS agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) SLS agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) SLS agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or other Federal funds.

41. Federal Water Pollution Control Act.

(a) SLS agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) SLS agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) SLS agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or other Federal funds.

42. Suspension and Debarment.

(a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. SLS certifies that SLS, SLS's principals (defined at 2C.F.R. Sec. 180.995), or its affiliates (defined at 2 C.F.R. Sec. 180.905) are not excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).

(b) SLS must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by TDEM. If it is later determined that SLS did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to TDEM, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

(d) SLS agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000 during the term of this Agreement. SLS further agrees to include a provision requiring such compliance in its lower tier covered transactions.

43. Byrd Anti-Lobbying Amendment, 31 U.S.C. Sec. 1352 (as amended). SLS shall file the required certification attached hereto as Exhibit G. Each contracting tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. Sec. 1352. Each contracting tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

44. Procurement of Recovered Materials.

(a) In the performance of this Agreement, SLS shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

(b) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(c) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

45. Civil Rights.

(a) SLS agrees to comply with state and federal anti-discrimination laws, including:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);

(ii) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);

(iii) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);

(iv) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

(iv) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);

(v) Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and

(vii) The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

SLS agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.

(b) SLS agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. SLS agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

(c) In particular, SLS will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. SLS will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but 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. SLS agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(d) SLS will, in all solicitations or advertisements for employees placed by or on behalf of SLS, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(e) SLS will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) SLS will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(g) SLS will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of SLS's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) SLS will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. SLS will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

46. Energy Conservation. If applicable, SLS agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

47. Facility Use. At the end of this Agreement, SLS must return the EPCC ACS (the "Premises") to its current or better condition, normal wear and tear excepted. SLS will hold TXDEM, the Texas A&M University System and its members and regents, and all of their affiliates, agents, contractors, servants, officers, directors, employees and licensees (collectively with TXDEM, the "A&M System parties") harmless from and indemnify the A&M System Parties against any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs incurred in defending against the same (collectively, "Claims"), to the extent arising from (a) the acts or omissions of SLS or any other SLS Parties (as defined below) in, on or about the Premises, or (b) any installation, set-up, removal of fixtures, or other work undertaken by or on behalf of SLS in, on or about the Premises, whether prior to or during the term of this Agreement, or (c) any breach or default under this Agreement by SLS, or (d) any accident, injury or damage, howsoever and by whomsoever caused, to any person or property, occurring in, on or about the Premises; except to the extent such Claims are caused directly by the negligence, gross negligence or willful misconduct of an A&M System Party. SLS must carry

the insurance coverage required in the insurance rider referenced in section VIII of the Authorized User Agreement between SLS and El Paso Convention and Performing Arts Center, Event No. 13769 dated on or around October 27, 2020. The provisions of this Section will survive the expiration or earlier termination of this Agreement with respect to any injury, illness, death or damage occurring prior to such expiration or termination. As used in this Section, “SLS Parties” means SLS and its agents, contractors, servants, officers, directors, employees, licensees, customers, guests and invitees.

48. Federal Assurances. SLS further certifies that the Federal Assurances set forth in Exhibit D of this Agreement, which is attached and incorporated by reference, have been reviewed and that SLS is in compliance with each of the requirements reflected therein.

49. Federal Certifications. SLS further certifies that the Federal Certification set forth in Exhibit E of this Agreement, which is attached and incorporated by reference, has been reviewed and that SLS is in compliance with each of the requirements reflected therein. In addition, SLS certifies that it is in compliance with all applicable federal laws, rules, or regulations, including but not limited to those listed in Exhibit C as they may pertain to this Agreement.

50. State Assurances. SLS further certifies that the State Assurances set forth in Exhibit F of this Agreement, which is attached and incorporated by reference, have been reviewed and that SLS is in compliance with each of the requirements reflected therein.

51. Compliance with the Contract Work Hours and Safety Standards Act.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek..

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) Withholding for unpaid wages and liquidated damages. SLS shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section."

52. Fraud and False or Fraudulent or Related Acts. SLS acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

THE FOLLOWING EXHIBITS TO THIS AGREEMENT ARE HEREBY ATTACHED AND INCORPORATED BY REFERENCE FOR ALL PURPOSES:

EXHIBIT A – PRICING

EXHIBIT B – INSURANCE REQUIREMENTS

EXHIBIT C – NONEXCLUSIVE LIST OF LAWS, RULES AND REGULATIONS

EXHIBIT D – FEDERAL ASSURANCES – NON-CONSTRUCTION PROGRAMS

EXHIBIT E – FEDERAL CERTIFICATIONS

EXHIBIT F – STATE ASSURANCES

EXHIBIT G – FEDERAL CERTIFICATION REGARDING LOBBYING


EXHIBIT H – SUBCONTRACTOR PROVISIONS; MANDATORY FLOWDOWN PROVISIONS

Signature page following

Signature page to Agreement for the Establishment and Operation of ACS

IN WITNESS WHEREOF, the Parties have agreed to the foregoing, intending to be legally bound hereby.

Texas Division of Emergency Management


By: Suzannah Jones
Its: Deputy Chief
Date: 10-29-20

SLSCO LTD.



By: William W. Sullivan
Its: President
Date: 10/29/20

EXHIBIT A – PRICING

Installation Services

50 Patients: Full Installation Services (30-day minimum)	\$ 1,839,750
Oxygen Delivery System to Patient Rooms	\$ 1,250,000
Mobilization	\$ 950,000
Demobilization	\$ 850,000
TOTAL FFP INSTALLATION SERVICES	\$4,889,750

Medical Staff, Equipment and Supplies

Labor for 30 Days of Operation	\$ 19,305,813
14 Days of Staff Quarantine upon Demob	\$ 2,654,615
Equipment	\$ 2,209,130
Supplies (Reoccurring)	\$ 875,181
TOTAL FFP MEDICAL STAFFING, EQUIPMENT AND SUPPLIES	\$ 25,044,738.75

Additional Costs – The following costs are not included in the FFP pricing above and will be invoiced separately to TXDEM at actual cost (without markup):

- Liability insurance and bonding costs (if any)
- Costs of travel to El Paso, Texas for staff provided (ROM \$672,000)
- Fuel or other utilities required for operation of EPCC
- Any required facility mechanical modifications necessary to assure continuous functioning of in-place mechanical systems.
- Per Diem for housing and support staff less any meals or other applicable duplication of payment covered by the Per Diem as tracked and reported by SLS. To be invoiced at applicable GSA Rate for El Paso, Texas (ROM \$2,016,000)
- Pharmacy costs (ROM \$2,250,000)
- Rental Rate for El Paso Convention and Performing Arts Center (ROM \$490,000)

TOTAL NOT-TO-EXCEED AMOUNT OF ADDITIONAL COSTS **\$ 5,732,500**

EXHIBIT B – INSURANCE REQUIREMENTS

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker’s Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

Workers’ Compensation policy must include under Item 3.A. on the information page of the workers’ compensation policy the state in which work is to be performed for TXDEM. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$2,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

C. Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

Additional Endorsements

The Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and the Texas Division of Emergency Management as named Insureds.

- D. **Professional Liability (Errors & Omissions)** Insurance with limits of not less than \$5,000,000 each occurrence, \$10,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of SLS and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, SLS agrees to purchase an Extended Reporting Period Endorsement, effective for two (3) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (2) years after the expiration of cancellation of this Agreement.

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by SLS under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas Division of Emergency Management as named Insureds up to the actual liability limits of the policies maintained by SLS Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas Division of Emergency Management. No policy will be canceled without unconditional written notice to TXDEM at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to TXDEM ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Exhibit B.

Any deductible or self-insured retention must be declared to and approved by TXDEM prior to the performance of any services by SLS under this Agreement. SLS is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and named Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following TXDEM contact:

Fiscal Office - Procurement and Contracting
7607 Eastmark Drive
College Station, TX 77840
Attention: Mary Williams
Phone: (979) 458-7463
Fax: (979) 458-7464
Email: me-williams@tamu.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by TXDEM in writing.

EXHIBIT C – NONEXCLUSIVE LIST OF LAWS, RULES AND REGULATIONS

If applicable to the Agreement or any Scope of Services thereunder, SLS must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Agreement, and SLS acknowledges that this list may not include all such applicable laws, rules, and regulations.

SLS is deemed to have read and understands the requirements of each of the following, as amended and if applicable to any Scope of Services under this Agreement:

Generally

The Acts and Regulations specified in this Agreement.

Guidance Documents: All applicable State and Federal funding program, policy, guides, handbooks, including but not limited to, FEMA Public Assistance Program and Policy Guide (FP 104-009-2 / April 2017); FEMA Public Assistance Guides; FEMA Public Assistance Applicant Handbooks; FEMA PDAT Field Manual for Public Assistance Grantee and Subgrantee Procurement Requirements; FEMA PDAT Field Manual for Procurement Requirements Supplement; FEMA PDAT Required Contract Clauses (2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II); FEMA PDAT Cost and Pricing Guide; Texas Emergency Management Executive Guide – FY 2019 Edition; and other applicable TDEM issued guidance documents.

Federal Authorities

Public Law 93-288, as amended (Stafford Act)

Disaster Mitigation Act of 2000

FEMA Regulations, 44 CFR, Emergency Management and Assistance, 44 CFR Parts 204, Fire Management Assistance Grant Program, - 206 Federal Disaster Assistance & 207 Management Costs

Executive Order 11988, Floodplain Management

Executive Order 11990, Protection of Wetlands

Executive Order 12372, Intergovernmental Review of Programs and Activities

Executive Order 12549, Debarment and Suspension

Executive Order 12612, Federalism

Executive Order 12699, Seismic Design

Executive Order 12898, Environmental Justice

Executive Order 13278, Equal Protection of the Laws for Faith-Based and Community Organizations

Executive Order 11246 – Equal Employment Opportunity

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 – 1688)

Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201 *et seq.*)

Coastal Barrier Resources Act, Public Law 97-348

Single Audit Act, Public Law 98-502

Cash Management Improvement Act regulations (31 C.F.R. Part 205)

2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Sandy Recovery Improvement Act publications

National Historic Preservation Act, 16 U.S.C. § 470

Endangered Species Act References, 16 U.S.C. § 1531

National Environmental Policy Act of 1969, (42 U.S.C. §§ 4321-4347)

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508)

Coastal Zone Management Act of 1972, (16 U.S.C. 1451 *et seq.*)

FEMA program publications, guidance and policies

FEMA-State Agreements

DHS Standard Terms and Conditions 2017

Grant Terms and Conditions – FEMA-4485-DR-TX, including all required assurances and certifications and additional grant conditions

Public Readiness and Emergency Preparedness (PREP) Act

State Authorities

Texas Disaster Act of 1975, as amended

Executive Orders of the Governor

Uniform Grant and Contract Management Act (Texas Government Code, Chapter 783) and the Uniform Grant Management Standards maintained by the Comptroller of Public Accounts, including the Texas Single Audit Circular

State of Texas Administrative Plan for Public Assistance

Addendum to the State of Texas Administrative Plan for Public Assistance for DR-4485-TX Texas Covid-19 Pandemic

EXHIBIT D – FEDERAL ASSURANCES – NON-CONSTRUCTION PROGRAMS

See Standard Form 424B

As the duly authorized representative of Contractor, I certify that Contractor:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Agreement, if applicable.

2. Will give the Department of Homeland Security, other appropriate federal agencies, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Agreement and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the and Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501- 1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40

U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against

natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Agreement. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders.

19. Will comply with the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251 et seq.) related to regulating pollutant discharges into waters of the United States.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or sub-awards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DATE

TITLE

CONTRACTOR ORGANIZATION NAME

EXHIBIT E – FEDERAL CERTIFICATIONS FOR GRANT AGREEMENTS

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Contractor certifies that it and its principals and vendors:
 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Contractor can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
 2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
 5. Where Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Contractor may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Contractor will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Contractor will require such compliance in any subcontract or contract at the next tier.
- G. Contractor will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
 - (1) The Contractor certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing, of his or her conviction for a violation of criminal drug statute occurring in the workplace not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to energy grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate actions against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(2) The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance:

(Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

H. Contractor is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Contractor will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.

J. Contractor understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DATE

TITLE

CONTRACTOR ORGANIZATION NAME

EXHIBIT F - State of Texas Assurances

As the duly authorized representative of Contractor, I certify that Contractor:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Contractor's governing body or of the Contractor's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Contractor relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Contractor is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Contractor is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and Contractors shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Contractor shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of

1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.

10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

- 20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
- 21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
- 22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
- 23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
- 24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
- 25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq
- 26. Shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DATE

TITLE

CONTRACTOR ORGANIZATION NAME

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EXHIBIT G - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements, and Other Federal Financial Assistance

The undersigned Contractor, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 4.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DATE

TITLE

CONTRACTOR ORGANIZATION NAME

EXHIBIT H

SUBCONTRACTING PROVISIONS; MANDATORY FLOWDOWN PROVISION

Undersigned Contractor, if subcontracting any of its performance hereunder, shall legally bind Subcontractors to perform and make such subject to all the duties, requirements, and obligations of Contractor under this Agreement. Contractor shall be jointly and severally liable for all performances under this Agreement, including, but not limited to, the performance of its Subcontractors to the extent permitted under the Constitution and laws of the State of Texas.

Contractor represents and warrants that it has obtained all necessary permits, licenses, easements, waivers and permissions of whatsoever kind required for its performance and the performance of its Subcontractors under this Agreement. In no event shall any provision of this Exhibit H, including, but not limited to, the requirement that Contractor obtain the prior approval of TXDEM on Contractor's proposed subcontracts, be construed as relieving Contractor of the responsibility for ensuring that all services rendered under any subcontracts comply with all the terms and provisions of this Agreement as if they were rendered by Contractor. Contractor shall, upon request, furnish TXDEM with copies of all proposed subcontracts and all proposed amendments, assignments, cancellations or terminations of said subcontracts no later than thirty (30) days prior to the proposed effective date of such contracts, amendments, assignments, cancellations or terminations; provided, however, that this thirty (30) day period may be shortened by written agreement of the parties. Upon request from TXDEM, Contractor shall provide any and all documentation deemed necessary by TXDEM to evidence Subcontractors compliance with all terms, conditions and performance pertaining to the Agreement and all applicable law.

As the duly authorized representative of the Contractor, I hereby certify that Contractor and subcontractor will comply with the above requirements.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DATE

TITLE

CONTRACTOR ORGANIZATION NAME