



**CORONAVIRUS PREVENTION, PREPARATION & RESPONSE AGREEMENT
GLO CONTRACT NO. 21-214-002-C982
CONSOLIDATED APPROPRIATIONS ACT, 2021 (PUBLIC LAW 116-260)**

THE GENERAL LAND OFFICE (“GLO”) and the **VETERANS LAND BOARD** (“VLB”) (collectively the “Board”) and **CARE INNS OF TEXAS, LTD.**, Texas Identification Number (TIN) **17464961576** (“Operator”), each a “Party” and collectively the “Parties,” enter into the following contract for payment of TSVH expenses to prevent, prepare, and respond to Coronavirus (the “Contract”).

WHEREAS, the Governor of Texas renewed his original disaster proclamation on May 5, 2021 re-certifying under Section 418.014 of the Texas Government Code that the novel Covid-19 virus poses an imminent threat of disaster for all counties in the State of Texas and the Commissioner of the Texas Department of State Health Services has determined that Covid-19 continues to represent a public health disaster within the meaning of Chapter 81 of the Texas Health & Safety Code (the “Disaster Proclamation”);

WHEREAS, the Disaster Proclamation authorized the use of all available resources of state government that are reasonably necessary to cope with this disaster and to the extent the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency’s emergency response, that is necessary to cope with the declared disaster, such statutes and rules are suspended for the duration of the declared disaster for that limited purpose;

WHEREAS, on December 27, 2020 the President of the United States signed PL 116-260 into law;

WHEREAS, PL 116-260 transfers unobligated balances available to the Department of Veterans Affairs (the “VA”) from title X of Division B of the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136, 15 U.S.C. § 9001 (the “CARES Act”), for Veterans Health Administration, Medical Services to “Veterans Health Administration, Medical Community Care” on the condition that such funds shall only be used prevent, prepare and respond to Coronavirus;

WHEREAS, the Board is the recipient of certain PL 116-260 funds and is making such funds immediately available to the Operator to prevent, prepare for and respond to Coronavirus at the Texas State Veterans Homes (“TSVHs”) that such Operator is contracted by the Board to manage and operate;

WHEREAS, in accordance with Tex. Nat. Res. Code § 164.005(b) the VLB may, in conjunction with the GLO, enter into this Contract with the Operator as part of it’s authorization to take certain actions necessary to operate the TSVHs; and

WHEREAS, the Board has determined that this Contract is necessary to cope with the declared disaster set forth in the Disaster Proclamation.

NOW, THEREFORE, the Parties hereby agree as follows:

I. GENERAL PROVISIONS

1.01 DEFINITIONS

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, which may include Title 2, Part 200, Code of Federal Regulations; Chapter 321 and Title 10, Subtitles D and F of the Texas Government Code; the Disaster Proclamation; Chapter 164 of the Texas Natural Resources Code.

“Amendment” means a written agreement, executed by the Parties’ authorized representatives, that documents changes to the Contract other than those permitted by Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically attached to this Contract following the execution page or incorporated by reference.

“C.F.R.” means the Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“Comptroller” means the Texas Comptroller of Public Accounts.

“Contract” means this entire document, its Attachments and documents incorporated by reference, and any Amendments, which are to be incorporated by reference herein for all purposes as they are issued.

“Coronavirus” means SARS-CoV-2 or another coronavirus with pandemic potential;

“Federal Assurances” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects) in **Attachment B**, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means the “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

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

“GAAP” means “generally accepted accounting principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the terms and conditions in **Attachment A**, attached hereto and incorporated herein for all purposes, that Operator affirms and agrees to by executing this Contract.

“GLO” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“HSP” means “historically underutilized business subcontracting plan,” as described in Chapter 2161 of the Texas Government Code.

“HUB” means “historically underutilized business,” as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, intangible proprietary information, other commercially valuable products of the human intellect, and all federal, state, or international registrations or applications for any of the foregoing.

“Mentor Protégé” means the Comptroller’s leadership program, found at <https://comptroller.texas.gov/purchasing/Operator/hub/mentor.php>.

“Project” means the services described in **SECTION 1.03** of this Contract.

“PM” means Project Management.

“PL 116-260” means Section 517 of Division J - Military Construction, Veterans Affairs, and Related Agencies Appropriations Act, 2021, Title II – Department of Veterans Affairs

“Project Manager” means the authorized representative of the Board who is responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of Work relating thereto.

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

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

“Subcontractor” means an individual or business that signs a contract or enters into an agreement with Operator to perform part or all of the obligations of Operator under this Contract.

“Travel Regulations” means all applicable statutes, regulations, laws, and Comptroller guidance related to reimbursement for Operator’s travel expenses, including: Title 34, Section 5.22, of the Texas Administrative Code; Chapter 660 of the Texas Government Code; the General Appropriations Act; and *Textravel*, the Comptroller’s travel regulation guidance available at <https://fmx.cpa.texas.gov/fmx/travel/textravel/index.php>.

“U.S.C.” means the United States Code, the official compilation and codification of the general and permanent federal statutes of the United States.

1.02 INTERPRETIVE PROVISIONS

- a) The meaning of a defined term applies to its singular and plural forms.
- b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c) The term “including” means “including, without limitation.”
- d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms, and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.
- e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

- f) The limitations, regulations, and policies contained herein are cumulative, and each must be performed in accordance with its terms without regard to other limitations, regulations, or policies affecting the same matter.
- g) Unless otherwise expressly provided, reference to any Board action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the Board shall not unreasonably withhold or delay any approval, consent, or waiver required or requested of it.
- h) Time is of the essence in this Contract.
- i) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: the signed Contract; **Attachment A**; **Attachment B**.

1.03 PROJECT

- a) The Board has contracted with the Operator under GLO Contract Numbers 18-262-000-A912 and 20-050-000-B826 (the “Agreements”) to manage and operate the respective TSVHs. On March 11, 2020 the World Health Organization declared Covid-19 a pandemic. The Covid-19 pandemic has had a significant impact on the residents residing in long-term nursing care facilities throughout the United States include the TSVHs. As a result of the Coronavirus the Operator has had difficulty retaining and maintaining appropriate staff to manage and operate the TSVHs and requires PL 116-260 funding to hire, train and recruit nurses, certified nursing assistants, social workers, and support staff in order to prevent, prepare for, and respond to the Coronavirus. Additionally, the Operator has had to incur, and may have a continuing need to incur, during the term of this Contract, other direct expenses to meet their obligations under the Agreements in order to provide the necessary health care to prevent the spread of and treatment for Coronavirus among the residents of the TSVHs (the “Project”).
- b) The Project shall be performed in compliance with this Contract and all Attachments, Amendments, and all applicable federal, state, and local laws, ordinances, and regulations.

1.04 REPORTING REQUIREMENTS

Operator shall timely submit any and all reports as may be required by the Board to GLO’s Department of Financial Management in the format required by the GLO.

II. TERM

2.01 DURATION

This Contract is effective as of the date last executed by the Parties the (“Effective Date”) and shall terminate either upon the completion of the Project in the sole determination of the Board, when the Operator has utilized all funding provided under this Contract, or on December 31, 2021, whichever occurs first. The Board, at its own discretion and subject to terms and conditions mutually agreeable to both Parties, may amend or extend this Contract if the Disaster Proclamation is still in effect, or if the Disaster Proclamation is not still in effect, in accordance with any and all applicable Texas state laws regarding contracting and procurement.

2.02 EARLY TERMINATION

The Board may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of any such notice, Operator shall immediately cease work, terminate any relevant subcontracts, and incur no further expense related to this Contract. Early termination shall be subject to the equitable settlement of the Parties' interests accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If the Operator abandons work or defaults on the Agreements or this Contract, the Board may terminate this Contract without notice. The Board will determine the period of suspension based on the seriousness of the abandonment or default.

III. CONSIDERATION

3.01 COMPENSATION

Operator will be compensated in an amount not to exceed **\$1,197,674.00**. Such funds must be used first for the recruitment, hiring, training, and retention of nurses, certified nursing assistants, social workers, and support staff at the TSVHs, then any remaining balance for any direct Coronavirus related expenses that have not otherwise been reimbursed to the Operator by the Board pursuant to the Agreements, GLO Contract No. 21-119-002-C764 or any other third party. No funds paid to the Operator under this Contract shall be used to pay for any executive compensation to any Operator executive. The Board shall pay Operator in accordance with the Prompt Pay Act. In consideration for the payment of these funds, Operator shall provide the Board with quarterly reports as outlined in **Section 3.03** herein that evince that the Operator has and is spending such funds in accordance with this section. The first monthly report shall be due 90 days from the date the Operator receives payment and shall continue on a quarterly basis until all funding has been expended. The Operator shall submit a final summary report to the Board not later than the 60th day from the date the Operator expends all funds paid pursuant to this Contract.

Should the Operator fail to expend all funds paid to it under this Contract by December 31, 2021, Operator will refund any un-expended balance to the Board no later than January 31, 2022.

Notwithstanding any other provision in this Contract to the contrary, if the Operator fails to provide the required reports and/or use the funds in the manner outlined in this Contract, such funds shall be repaid by the Operator upon demand and in accordance with any terms set forth by the Board in its sole discretion.

3.02 RESERVED.

3.03 REPORTING

At a minimum, quarterly reports must:

- a) be submitted to **VLBAccounting@glo.texas.gov** or as specified, in writing, by the Board;
- b) **prominently display "GLO Contract No. 21-214-002-C982";**
- c) list the current amount utilized to date;
- d) list the balance remaining to be expended; and

- e) include an itemized statement of expenditures, including documentation required by Contract (such as invoices, receipts, statements, stubs, tickets, time sheets, and other information) that, in the judgment of the Board, provides full substantiation of costs incurred.

3.04 PAYMENT

The Prompt Pay Act generally applies to payments to Operator. **However, the Prompt Pay Act does not apply if Operator does not send invoices that comply with this Contract to vendorinvoices@glo.texas.gov.** If Operator does not submit invoices in strict accordance with the instructions in this Contract, payment of invoices may be significantly delayed. The Board will not pay interest, fees, or other penalties for late payments resulting from Operator's failure to submit invoices in strict accordance with the instructions in this Contract.

IV. OPERATOR'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Operator warrants that it will perform all work under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

4.02 GENERAL AFFIRMATIONS

Operator certifies that it has reviewed the General Affirmations in **Attachment A** and is in compliance with all applicable requirements contained therein. Operator affirms and agrees to all conditions contained in **Attachment A** to the extent they apply.

4.03 FEDERAL ASSURANCES AND CERTIFICATIONS

Operator certifies that it has reviewed the Federal Assurances and Certifications in **Attachment B** and is in compliance with all applicable requirements contained therein. **Operator certifies it is in compliance with all other applicable federal laws, rules, or regulations, pertaining to this Contract.**

V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- a) Funding for this Contract is appropriated under PL 116-260. The fulfillment of this Contract is based on those funds being made available to the Board by the VA. All expenditures under this Contract must be made in accordance with this Contract and any other applicable laws. Further, Operator acknowledges that all funds are subject to recapture and repayment for noncompliance with such laws, rules, and regulations.
- b) **Operator must have a Data Universal Numbering System (DUNS) number and a Commercial and Government Entity (CAGE) code.** Operator shall report its DUNS number and CAGE code to the GLO for use in various grant-reporting documents. A DUNS number and CAGE code may be obtained through the System for Award Management website at <https://www.sam.gov/SAM/>. Assistance with this website may be obtained by calling 866-606-8220.

5.02 STATE & FEDERAL FUNDING

- a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the Board in violation of Article III, Section 49, of the Texas

Constitution. In compliance with Article VIII, Section 6, of the Texas Constitution, it is understood that all obligations of the Board hereunder are subject to the availability of state and federal funds. If such state and federal funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

- b) Any breach-of-contract claim by Operator for damages under this Contract may not exceed the amount due and owing Operator or the amount of funds appropriated for payment but not yet paid to Operator under the annual budget in effect at the time of the breach. **NOTHING IN THIS PROVISION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE BOARD.**

5.03 RECAPTURE OF FUNDS

The discretionary right of the Board to terminate for convenience under **Section 2.02** notwithstanding, the Board may terminate the Contract and recapture and be reimbursed for any payments, including any unapproved expenditures that the Board makes that (a) exceed the maximum allowable rates; (b) are not allowed under applicable laws, rules, or regulations; or (c) are otherwise inconsistent with this Contract.

5.04 OVERPAYMENT

Operator shall be liable to the Board for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Operator shall reimburse the Board for such disallowed costs from funds other than those Operator received under this Contract.

VI. OWNERSHIP, INTELLECTUAL PROPERTY, AND THIRD-PARTY RELIANCE

6.01 OWNERSHIP AND INTELLECTUAL PROPERTY

- (a) The Board shall own, and Operator hereby irrevocably assigns to the Board, all ownership rights, titles, and interests in and to all Intellectual Property acquired or developed by Operator pursuant to this Contract, including, without limitation, all Intellectual Property in and to reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed by Operator under this Contract. The Board shall have the right to obtain and hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protections, including extensions and renewals thereof, as may be appropriate to the subject matter.
- (b) Operator must give the Board, the State of Texas, and any person designated by the Board or the State of Texas all assistance and execute such documents as required to perfect the rights granted to the Board herein, without any charge or expense beyond the stated amount payable to Operator for the services authorized under this Contract.

6.02 COPYRIGHT

- (a) Operator agrees and acknowledges that all expressive content subject to copyright protection, including, without limitation, all reports, drafts of reports, drawings, artwork, photographs, videos, computer programs and codes, and/or any other expressive content acquired or developed by Operator pursuant to this Contract (individually a “Work” and collectively the “Works”), will be made the exclusive property of the Board. Operator acknowledges that each Work is a “work made

for hire” under the United States Copyright Act of 1976. All rights in and to each Work, including the copyright to the Work, shall be and remain the sole and exclusive property of the Board.

- (b) If, for any reason, any Work or any portion of a Work is not a work made for hire, Operator hereby irrevocably assigns to the Board ownership of all rights, titles, and interests in and to the Works or such portion of any Work, including, without limitation, the entire and exclusive copyright in the Works and all rights associated with the copyright (including, but not limited to, reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the Works in all formats and media now known or developed in the future).
- (c) Operator must give the Board, the State of Texas, and any person designated by the Board or the State of Texas all assistance required to perfect the rights granted to the Board herein, without any charge or expense beyond the stated amount payable to Operator for the services authorized under this Contract.

6.03 THIRD-PARTY RELIANCE

To the extent allowed by law, the Board shall not use, willingly allow, or cause Work to be used for any purpose other than performance of Operator’s obligations under this Contract without advising any receiving party that it relies upon or uses the Work entirely at its own risk and without liability to Operator.

VII. RECORDS, AUDIT, RETENTION AND DISCLOSURE

7.01 BOOKS AND RECORDS

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

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Operator and its Subcontractors, shall be subject to the Administrative and Audit Regulations.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Operator shall ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Operator and the requirement to cooperate is included in any subcontract it awards.

- (c) State agencies authorized to audit and inspect Operator and its records, Subcontractors, and Subcontractors' records include the Board, the Board's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, the Texas Comptroller of Public Accounts, and their authorized designees. With regard to any federal funding, federal agencies authorized to audit and inspect Operator and its records, Subcontractors, and Subcontractors' records include any relevant federal agency, the Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, and their authorized designees.

7.03 PERIOD OF RETENTION

In accordance with federal regulations, all records relevant to this Contract shall be retained for a period subsequent to the final closeout of the overall Grant applicable to this Contract. **The Board will notify the Operator of the date upon which local records may be destroyed, and Operator shall retain all records related to this Contract until the destruction date determined by the Board.**

7.04 CONFIDENTIALITY

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

7.05 PUBLIC RECORDS

The Board shall post this Agreement to the GLO's website. Operator understands that the Board will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Operator is required to make any information created or exchanged with the Board or the State of Texas pursuant to the Agreement, and not otherwise excepted from disclosure under the PIA, available to the Board in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the Board or the State of Texas. By failing to mark any information that Operator believes to be excepted from disclosure as "confidential" or a "trade secret," Operator waives any and all claims it may make against the Board for releasing such information without prior notice to. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Operator shall notify the Board's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, shall forward the third party's contact information to the above-designated e-mail address.

VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Operator shall maintain for the duration of this Contract, the insurance and/or bonds with financially sound and reputable independent insurers licensed by the Texas Department of Insurance, in the type, amount, and under the conditions specified in the Agreements. Operator must submit evidence of insurance and other such documentation necessary to establish to the satisfaction of the Board the nature and extent of coverage granted by each policy. Operator shall secure such additional policies or coverage that the Board may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Operator must produce renewal certificates for each type of coverage. Operator may not perform any work under this Contract if Operator's insurance coverage does not meet the requirements of this Contract. The Board may terminate this Contract if Operator fails to submit required insurance documents.

8.02 TAXES, WORKERS' COMPENSATION, AND UNEMPLOYMENT INSURANCE

- (a) Operator shall be solely liable and responsible for payment of Operator's and Operator's employees' taxes of whatever kind arising from the execution or performance of the Contract. Operator shall comply with all state and federal laws applicable to any such persons (including laws regarding wages, taxes, insurance, and workers' compensation). The Board and the State of Texas shall not be liable to Operator or its officers, agents, employees, representatives, contractors, assignees, designees, Subcontractors, or others for the payment of taxes or the provision of unemployment insurance, workers' compensation, or any benefit available to a State employee or employee of another governmental entity.
- (b) Operator shall indemnify, defend, and hold harmless the State of Texas, the Board, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorneys' fees, and expenses arising from, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract and any work associated therewith. Operator and the GLO shall furnish timely written notice to each other of any such claim. Operator shall be liable to pay all costs of defense, including attorneys' fees. Operator shall coordinate its defense with the GLO and the Office of the Attorney General if the GLO or another Texas state agency is a named co-defendant with Operator in any lawsuit. Operator may not agree to settle any such lawsuit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General.

8.03 LEGAL OBLIGATIONS

Operator shall procure and maintain for the duration of this Contract any license, authorization, insurance, waiver, permit, qualification, or certification that a federal, state, county, or city statute, ordinance, law, or regulation requires Operator to hold to provide the goods or services required by this Contract and the Agreements. Operator shall pay all costs associated with taxes, assessments, fees, premiums, permits, and licenses required by law. Operator shall pay any such government obligations not paid by its Subcontractors during performance of this Contract.

8.04 INDEMNITY

Operator shall indemnify, defend, and hold harmless the State of Texas, the Board, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorneys' fees, and expenses arising from, connected with, or resulting from any acts or omissions of Operator or its officers, agents, employees, representatives, suppliers, contractors, Subcontractors, assignees, designees, order fulfillers, or suppliers of contractors or Subcontractors in the execution or performance of the Contract. Operator and the Board shall furnish timely written notice to each other of any such claim. Operator shall be liable to pay all costs of defense, including attorneys' fees. Operator shall coordinate its defense with the Board and the Office of the Texas Attorney General if the Board or another Texas state agency is a named co-defendant with Operator in any lawsuit. Operator may not agree to settle any such lawsuit or other claim without first obtaining the written consent of the Board and, if applicable, the Office of the Texas Attorney General.

Operator is solely responsible for the safety and well-being of its employees, customers, and invitees. The provisions of this Section 8.04 shall survive termination or expiration of this Contract.

8.05 RESERVED.

8.06 ASSIGNMENT AND SUBCONTRACTS

Operator shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Board. Notwithstanding this provision, it is mutually understood and agreed that Operator may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Operator shall legally bind such Subcontractor to perform and make such Subcontractor subject to all the duties, requirements, and obligations of Operator as specified in this Contract. Nothing in this Contract shall be construed as relieving Operator of the responsibility for ensuring that the goods delivered and/or services rendered by Operator and/or any of its Subcontractors comply with all the terms and provisions of this Contract. Operator will notify the GLO in writing of any such Subcontractor performing fifteen percent (15%) or more of the work under this Contract. Such notification shall include the name and Texas Identification Number of the Subcontractor, the task(s) being performed, and the number of Subcontractor employees expected to perform services related to the Project.

8.07 TELECOMMUNICATIONS EQUIPMENT

To the extent applicable, Operator shall not procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment" is telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Contractor shall not procure or obtain telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a "covered foreign country" which is defined as the People's Republic of China in Public Law 115-232, section 889.

8.08 RELATIONSHIP OF THE PARTIES

Operator is associated with the Board only for the purposes and to the extent specified in this Contract and this Agreement. Operator is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Operator or any other party. Operator shall be solely responsible for, and the GLO shall have no obligation with respect to, the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

8.09 COMPLIANCE WITH OTHER LAWS

In its performance of this Contract, Operator shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Operator is deemed to know of and understand all applicable laws and regulations.

8.10 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (postage paid, certified, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

Board

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, Texas 78701
Attention: Contract Management Division

Operator

c/o Touchstone Communities
Attention: President
250 W. Nottingham, Ste. 200
San Antonio, Texas 78209

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

8.11 GOVERNING LAW AND VENUE

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

8.12 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, this Contract shall be construed as if such provision did not exist, and the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.13 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties (after a good faith effort) is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and shall resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the Board may terminate this Contract immediately upon written notification to Operator.

8.14 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Operator shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the Board, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Operator to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE BOARD.**

8.15 ENTIRE CONTRACT AND MODIFICATION

This Contract, its Attachment(s), and any Amendment, or documents issued in conjunction with this Contract or pursuant to its terms constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any Attachment(s), Amendment(s), or supporting documentation shall be harmonized with this Contract to the extent possible. Unless there is an express, mutual intent to amend this Contract, general conflicts in language shall be construed consistently with the terms of this Contract. Except as provided herein, this Contract, its Attachment(s), or Amendment(s) issued under this Contract may be amended by only a mutual, written agreement executed by authorized representatives of the Parties.

8.16 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same

Contract. If the Contract is not executed by the Board within thirty (30) days of execution by the other Party, this Contract shall be null and void.

8.17 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Operator acknowledges that this Contract is effective for the period of time specified in the Contract. Any services Operator performs before this Contract's effective date or after its termination or expiration are performed at Operator's sole risk.

8.18 PREFERENCE AND PROCUREMENT OF MATERIALS

- (a) Operator, in performing the Contract, shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to those of products and materials produced outside Texas.
- (b) To the extent applicable, Operator shall make maximum use of products containing recovered or recycled materials that are EPA-designated items unless the product cannot be acquired in the following manner:
 - (i) competitively within a timeframe allowing compliance with the Contract's performance schedule;
 - (ii) in a way that meets the Contract's performance requirements; or
 - (iii) at a reasonable price.
- (c) To ensure maximum use of recovered/recycled materials pursuant to 2 CFR § 200.322, information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8.19 SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Contract related to the following subjects shall survive the termination or expiration of this Contract: definitions; interpretive provisions; consideration, including compensation, recapture and refunds; warranties; General Affirmations, Federal Assurances, and Federal Certifications; state funding, prohibition on creation of debts, recapture of state funds, and overpayment of state funds; limitation of amount of Operator claims for damages; ownership and Intellectual Property; copyright; books and records; third-party reliance; insurance; taxes; workers' compensation; records-retention methods and time requirements; inspection and audit; confidentiality; public records; indemnification and liability; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; assignment and subcontracting; invoice and fee verification; property rights; default; amendment; dispute resolution according to Texas Government Code, Chapter 2260; and merger and integration. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Contract shall so survive.

8.20 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO FEMA OR HHS MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device; makes any materially false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under 18 U.S.C. § 1001.

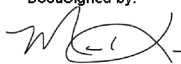
Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Operator representative hereby declares that he/she has examined this Contract and Attachments and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Operator are true, accurate, and complete.

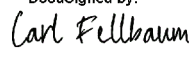
SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR GLO CONTRACT NO. 21-214-002-C982
CORONAVIRUS PREPARATION, PREVENTION, AND RESPONSE AGREEMENT**

**GENERAL LAND OFFICE & VETERANS
LAND BOARD**


CARE INNS OF TEXAS, LTD.

DocuSigned by:

7C299F4374E7497...
Mark A. Parsons, Chief Clerk /
Deputy Land Commissioner &
Executive Secretary, VLB

DocuSigned by:

88C62A0C77F4403...
Carl Fellbaum
Title: CEO

Date of execution: 6/1/2021


Date of execution: 6/1/2021

OGC 

CIO 

DD 

CFO 

DGC 

GC 

ATTACHED TO THIS CONTRACT

- ATTACHMENT A – General Affirmations**
- ATTACHMENT B – Federal Assurances and Certifications**

General Affirmations

To the extent they apply, Operator affirms and agrees to the following, without exception:

1. Operator represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Operator nor the firm, corporation, partnership, or institution represented by Operator, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Operator.
2. If the Contract is for services, Operator shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
3. Under Section 231.006 of the Family Code, the vendor or applicant [Operator] 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.
4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Operator certifies it has submitted this information to the GLO.
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Operator certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Pursuant to Section 2155.003 of the Texas Government Code, Operator represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency Operator owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, regardless of when the debt or delinquency arises.
8. Upon request of the GLO, Operator shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Operator certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the Operator's submission of its offer to provide consulting services to the GLO or, in the alternative, Operator, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, Operator must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Operator shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Operator's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Operator may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the Operator as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Operator must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Operator seeks as damages; and (3) the legal theory of recovery.
 - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the Operator in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or

settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

- d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Operator's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Operator: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. If Chapter 2271 of the Texas Government Code applies to this Contract, Operator verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.
 13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Operator understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
 14. Operator certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
 15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Operator certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date

of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. Operator represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, Operator certifies that neither Operator nor any person or entity represented by Operator has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Operator certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Operator from providing free technical assistance.
18. Operator represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Operator represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Operator further represents and warrants that if a former employee of the GLO was employed by Operator within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Operator that the employee worked on while employed by the GLO.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, OPERATOR, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF OPERATOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER

FULLFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY OPERATOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND OPERATOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. OPERATOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, OPERATOR, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO OPERATOR'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE OPERATOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO OPERATOR, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY OPERATOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND OPERATOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. OPERATOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
23. TO THE EXTENT ALLOWED BY LAW, OPERATOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF OPERATOR PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR OPERATOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY OPERATOR OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF OPERATOR'S PERFORMANCE UNDER THE CONTRACT. OPERATOR AND THE

GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. OPERATOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY OPERATOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND OPERATOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, OPERATOR WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF OPERATOR OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND OPERATOR WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. Operator has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.
25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Operator 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.
26. Operator understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Operator shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Operator and legally empowered to contractually bind Operator to the terms and conditions of the Contract and related documents.

28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Operator shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Operator shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. Operator certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. Operator expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Operator represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Operator certifies its compliance

with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, Operator certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Operator within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Operator shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.
35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and Operator agrees that the Contract can be terminated if Operator knowingly or intentionally fails to comply with a requirement of that subchapter.
36. If Operator, in its performance of the Contract, has access to a state computer system or database, Operator must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Operator must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Operator must verify in writing to the GLO its completion of the cybersecurity training program.
37. Under Section 2155.0061, Texas Government Code, Operator certifies that the 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.

ASSURANCES – NON-CONSTRUCTION PROGRAMSOMB Approval No. 4040-0007
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

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 costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, 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 the award; 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 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), 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. §§290 dd-3 and 290 ee-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 non-discrimination 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 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 and 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 the 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 subagreements.
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) 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 (Clean Air) Implementation Plans under Section 176(c) of the Clean 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).
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 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
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, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. 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 subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by:  88C62A0C77F4403...	TITLE CEO
APPLICANT ORGANIZATION Care Inns of Texas, LTD.	DATE SUBMITTED 6/1/2021

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87***

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, 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 an 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 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.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any 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 of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

Care Inns of Texas, LTD.

21-214-002-C982

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

* 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Disclosure of Lobbying ActivitiesComplete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. *Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. *Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. *Report Type: a. initial filing _____ b. material change
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____ Congressional District, <i>if known</i> : _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> : _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, <i>if known</i>:	9. Award Amount, <i>if known</i>: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503.



**AMENDMENT NO. 1 TO
GLO CONTRACT NO. 21-214-002-C982**

THE GENERAL LAND OFFICE (“GLO”) and the **VETERANS LAND BOARD** (“VLB”) (collectively the “Board”) and **CARE INNS OF TEXAS, LTD.** (“Operator”), each a “Party” and collectively “the Parties” to GLO Contract No. 21-214-002-C982 (the “Contract”), desire to amend the Contract.

WHEREAS, the Governor of Texas renewed his original disaster proclamation on November 27, 2021, re-certifying under Section 418.014 of the Texas Government Code that the novel COVID-19 virus poses an imminent threat of disaster for all counties in the State of Texas and the Commissioner of the Texas Department of State Health Services has determined that Covid-19 continues to represent a public health disaster within the meaning of Chapter 81 of the Texas Health & Safety Code (the “Disaster Proclamation”);

WHEREAS, the Disaster Proclamation authorizes the use of all available resources of state government that are reasonably necessary to cope with this disaster and to the extent the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency’s emergency response, that is necessary to cope with the declared disaster, such statutes and rules are suspended for the duration of the declared disaster for that limited purpose; and

WHEREAS, the Parties desire to amend the Contract to extend the term of the Contract and may do so since the Disaster Proclamation is still in effect in accordance with Section 2.01 of the Contract.

NOW THEREFORE, the Parties agree as follows:

1. **SECTION 2.01** of the Contract is amended to reflect a termination date of **March 31, 2022**.
2. **SECTION 3.01** of the Contract is deleted and replaced with the following:

“**COMPENSATION**”

- a) Operator will be compensated in an amount not to exceed **\$1,197,674.00**. Such funds must be used first for the recruitment, hiring, training, and retention of nurses, certified nursing assistants, social workers, and support staff at the TSVHs, then any remaining balance for any direct Coronavirus related expenses that have not otherwise been reimbursed to the Operator by the Board pursuant to the Agreements, GLO Contract No. 21-119-002-C764 or any other third party. No funds paid to the Operator under this Contract shall be used to pay for any executive compensation to any Operator executive. The Board shall pay Operator in accordance with the Prompt Pay Act. In consideration for the payment of these funds, Operator shall provide the Board with quarterly reports as outlined in **Section 3.03** herein that evince that the Operator has

and is spending such funds in accordance with this section. The first monthly report shall be due 90 days from the date the Operator receives payment and shall continue on a quarterly basis until all funding has been expended. The Operator shall submit a final summary report to the Board not later than the 60th day from the date the Operator expends all funds paid pursuant to this Contract.


- b) Should the Operator fail to expend all funds paid to it under this Contract by March 31, 2022, Operator will refund any un-expended balance to the Board no later than April 30, 2022.
 - c) Notwithstanding any other provision in this Contract to the contrary, if the Operator fails to provide the required reports and/or use the funds in the manner outlined in this Contract, **such funds shall be repaid by the Operator upon demand and in accordance with any terms set forth by the Board in its sole discretion.**”
3. This Amendment shall be effective upon the earlier of the date of the last signature or December 31, 2021.
 4. The terms and conditions of the Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS


**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO
GLO CONTRACT No. 21-214-002-C982**

**GENERAL LAND OFFICE
VETERANS LAND BOARD**

CARE INNS OF TEXAS, LTD.


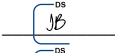
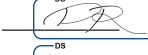
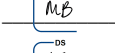

DocuSigned by:

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Mark A. Havens, Chief Clerk/
Deputy Land Commissioner
Executive Secretary, VLB
Date of execution: 12/28/2021

DocuSigned by:

88C62A0C77C41P31...

Name: Carl Fellbaum
Title: CEO

Date of execution: 12/27/2021

- OGC 
- DD 
- CFO 
- DGC 
- GC 



**AMENDMENT NO. 2 TO
GLO CONTRACT NO. 21-214-002-C982**

THE GENERAL LAND OFFICE (the “GLO”) and the **VETERANS LAND BOARD** (“VLB”) (collectively the “Board”) and **CARE INNS OF TEXAS, LTD.** (“Operator”), each a “Party” and collectively “the Parties” to GLO Contract No. 21-214-002-C982 (the “Contract”), desire to amend the Contract.

WHEREAS, the Governor of Texas renewed his original disaster proclamation on February 23, 2022, re-certifying under Section 418.014 of the Texas Government Code that the novel COVID-19 virus poses an imminent threat of disaster for all counties in the State of Texas and the Commissioner of the Texas Department of State Health Services has determined that Covid-19 continues to represent a public health disaster within the meaning of Chapter 81 of the Texas Health & Safety Code (the “Disaster Proclamation”);

WHEREAS, the Disaster Proclamation authorizes the use of all available resources of state government that are reasonably necessary to cope with this disaster and to the extent the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency’s emergency response, that is necessary to cope with the declared disaster, such statutes and rules are suspended for the duration of the declared disaster for that limited purpose; and

WHEREAS, the Parties desire to amend the Contract to extend the term of the Contract and may do so since the Disaster Proclamation is still in effect in accordance with Section 2.01 of the Contract.

NOW THEREFORE, the Parties agree as follows:

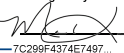
1. **SECTION 2.01** of the Contract is amended to reflect a termination date of **August 31, 2022**.
2. **SECTION 3.01** of the Contract is deleted and replaced with the following:
 - b) Should the Operator fail to expend all funds paid to it under this Contract by August 31, 2022, Operator will refund any un-expended balance to the Board no later than September 30, 2022.
3. This Amendment shall be effective upon the earlier of the date of the last signature or March 31, 2022.
4. The terms and conditions of the Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

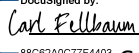
**SIGNATURE PAGE FOR AMENDMENT NO. 2 TO
GLO CONTRACT No. 21-214-002-C982**

**GENERAL LAND OFFICE AND
VETERANS LAND BOARD**


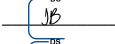
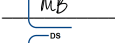
CARE INNS OF TEXAS, LTD.

DocuSigned by:

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Mark A. Havens, Chief Clerk/
Deputy Land Commissioner and Executive
Secretary, Veterans Land Board
Date of execution: 3/25/2022

DocuSigned by:

88C62A0C77F4403

Name: Carl Fellbaum
Title: CEO
Date of execution: 3/24/2022

OGC 
DD 
DGC 
GC 