



**REIMBURSEMENT PAYMENT AGREEMENT
GLO AGREEMENT NO. 24-092-001-E357
EMPLOYEE INCENTIVE PROGRAM**

The **TEXAS GENERAL LAND OFFICE** (“GLO”) and the **VETERANS LAND BOARD** (“VLB”) (collectively the “**BOARD**”) and **TOUCHSTONE VETERANS MANAGEMENT, LTD. THROUGH ITS GENERAL PARTNER TOUCHSTONE VETERANS GP, INC.** Texas Identification Number (TIN) **12705167836** (the “Operator”), each a “Party” and collectively the “Parties,” enter into the following agreement for payments for an employee incentive program to reduce nursing shortages (the “Agreement”).

WHEREAS, the Board submitted to the U.S. Department of Veterans Affairs (“VA”) an Application for Assistance for Hiring and Retaining Nurses at State Homes (“Application”) to address Operator’s critical staffing needs caused by the COVID-19 Pandemic; and

WHEREAS, the VA approved the Application and a payment award (“VA Award”) as detailed in the “Award Letter” attached to this Agreement as **Attachment D**;

NOW, THEREFORE, the Parties 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 Agreement, which may include Title 38 Part 53, Code of Federal Regulations; Chapter 321 and Title 10, Subtitles D and F of the Texas Government Code; and Chapter 164 of the Texas Natural Resources Code.

“[Agreement](#)” 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.

“[Amendment](#)” means a written agreement, executed by the Parties’ authorized representatives, that documents changes to the Agreement.

“[Attachment](#)” means documents, terms, conditions, or additional information physically attached to this Agreement following the execution page or incorporated by reference.

“[Board](#)” means, collectively, the Veterans Land Board of the State of Texas and the Texas General Land Office.

“[CFR](#)” 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.

“[COVID-19 Pandemic](#)” means the global outbreak of COVID-19 and any mutations or variants of the coronaviruses that cause the disease.

“[Eligible Cost](#)” means an Operator expenditure that is eligible for payment under this Agreement as specified in Section 1.03 or as otherwise approved by the Board, in writing.

“[Federal Assurances](#)” means Standard Form 424B in **Attachment A**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means the forms in **Attachment A**, 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.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the federal government.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the terms and conditions in **Attachment B**, attached hereto and incorporated herein for all purposes, that Operator affirms and agrees to by executing this Agreement.

“[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.

“[M&O Agreement](#)” means the Management and Operations Agreement entered into by the Board and Operator for the Management and Operation of the Lamun-Lusk-Sanchez Texas State Veterans Home.

“[Program](#)” means the employee incentive program funded under this Agreement.

“[Project](#)” means the activities described in **SECTION 1.03** of this Agreement.

“[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 Agreement.

“[Texas State Veterans Home](#)” or “[TSVH](#)” means the Lamun-Lusk-Sanchez Texas State Veterans Home.

“[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/txtravel/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.

“[VA](#)” means the U.S. Department of Veterans Affairs.

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 Agreement as a whole and not to any particular provision, section, Attachment, or schedule of this Agreement 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 Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.
- 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) The terms “nurse,” “nurses,” and “nursing” shall be construed in accordance with 38 CFR § 53.2.
- i) Time is of the essence in this Agreement.
- j) In the event of conflicts or inconsistencies between this Agreement, 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: all applicable laws, rules, and regulations; the signed Agreement; **Attachment D**; **Attachment A**; **Attachment C**; and **Attachment B**.

1.03 PROJECT

Operator shall implement or continue an employee incentive program (“Program”) to address nursing shortages at the TSVH (“Project”). Eligible Costs under this Agreement must conform to the requirements of 38 CFR Part 53 and the following:

- a) Operator employees receiving benefits under the Program must meet the definition of “Nurse” provided at 38 CFR § 53.2.
- b) Eligible Costs for the Program must be incurred in the Federal Fiscal Year for which funds are awarded unless an alternative expenditure deadline is established, in writing, by the VA or the Board.
- c) Operator may **not** use the funds provided through this Agreement for standard employee benefits such as nurse salary or wages, health insurance, or retirement plan.
- d) Operator’s Program shall include a mechanism to ensure that an individual receiving a benefit under the Program continues employment at the TSVH for a period commensurate with the benefit received.
- e) Examples of Eligible Costs under this Agreement include short-term scholarships for continuing nursing education, nurse sign-on bonuses, student loan forgiveness, and improvements to working conditions.
- f) Operator shall compile and maintain records detailing its use of funds provided under this Agreement and provide such records to the Board upon request.
- g) The Parties shall perform the Project in compliance with this Agreement, the Award Letter, the M&O Agreement, 38 CFR Part 53, all other Attachments and Amendments, and all applicable federal, state, and local laws, ordinances, and regulations.

1.04 REPORTING REQUIREMENTS

Operator shall timely submit to the Project Manager or the GLO Financial Management Division, as may be directed by the Project Manager, and in the format required by the Board, all information necessary for the Board to complete its reporting requirements under 38 CFR § 53.31 and any and all other reports related to the Project.

II. TERM

2.01 DURATION

This Agreement is effective as of December 21, 2023 (“Effective Date”) and shall terminate upon the earlier of the completion of the Project, in the sole determination of the Board, or on September 30, 2024. Should the VA extend its deadline to use funds awarded in the Award Letter or should the VA award additional funds for the same purpose in the next federal fiscal year, the Board, at its own discretion, and subject to terms and conditions mutually agreeable to both Parties, may extend and amend this Agreement to correspond with any extended or new expenditure and reporting deadline.

2.02 EARLY TERMINATION

The Board may terminate this Agreement 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 subcontracts, and

incur no further expense related to this Agreement. 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 this Agreement or the M&O Agreement, the Board may terminate this Agreement without advance notice.

III. CONSIDERATION

3.01 COMPENSATION

Operator will be compensated in accordance with **Attachment C** for the reimbursement of the Eligible Costs listed in **Section 1.03**. The Board shall pay Operator in accordance with the Prompt Pay Act.

3.02 TRAVEL EXPENSES

- a) The Board will not reimburse Operator for travel expenses of any kind without prior written Board approval. The Board will only reimburse travel expenses directly attributable to Operator's performance of this Agreement at the rates established or adopted by the Comptroller of the State of Texas, as outlined in the Travel Regulations.
- b) Subject to the maximum amount authorized in this Agreement and upon specific, prior, written approval by the Board, lodging, travel, and other incidental direct¹ expenses may be reimbursed under this Agreement for professional or technical personnel who are working away from the cities in which they are permanently assigned, conducting business specifically authorized in writing by the Board, and performing services not originally contemplated in the scope of services for this Agreement.
- c) The limits for reimbursements are the rates established or adopted by the Comptroller, as outlined in the Travel Regulations. **Operator understands and acknowledges that any travel-expense reimbursement by the Board is not a per diem. The Board will only reimburse actual, allowable expenses in accordance with the Travel Regulations. Operator must submit itemized receipts to support any request for travel-expense reimbursement.**

3.03 INVOICES

At a minimum, invoices must:

- a) be submitted to vendorinvoices@glo.texas.gov or as specified, in writing, by the Board;
- b) **prominently display "GLO Agreement No. 24-092-001-E357"**;
- c) list the current amount being billed;
- d) list the cumulative amount billed previously;
- e) list the balance remaining to be billed; and

¹Certain other incidental direct expenses including copying, telephone, data, and express mail services may be reimbursed at rates determined by the Board upon specific, written approval by the Board.

- f) include an itemized statement of services performed, including documentation required by Agreement (such as invoices, receipts, statements, stubs, tickets, time sheets, and other information) that, in the judgment of the Board, provides full substantiation of reimbursable 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 Agreement to vendorinvoices@glo.texas.gov.** If Operator does not submit invoices in strict accordance with the instructions in this Agreement, 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 Agreement.

IV. OPERATOR'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Operator warrants that it will perform all work under this Agreement 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 B** and is in compliance with all applicable requirements contained therein. Operator affirms and agrees to all conditions contained in **Attachment B** to the extent they apply.

4.03 FEDERAL ASSURANCES AND CERTIFICATIONS

Operator certifies that it has reviewed the Federal Assurances and Certifications in **Attachment A** 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 Agreement.**

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

5.01 FEDERAL FUNDING

- a) Funding for this Agreement is provided, in part, by the VA to promote the hiring and retention of nurses at State Veterans Homes. The fulfillment of this Agreement is based on those funds being made available by the VA and the Board as a recipient. All expenditures under this Agreement must be made in accordance with this Agreement, 38 CFR Part 53, and any other applicable laws, regulations, or rules. Further, Operator acknowledges that all funds are subject to recapture and repayment for noncompliance with such laws, regulations, and rules.
- b) **Operator must have a Unique Entity Identifier (UEI) number and a Commercial and Government Entity (CAGE) code.** Operator shall report its UEI number and CAGE code to the Board for use in various grant-reporting documents. A UEI 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 Agreement 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 funds are not appropriated or become unavailable, this Agreement 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-Agreement claim by Operator for damages under this Agreement 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 Agreement and recapture and be reimbursed for any payments including any unapproved expenditures that may be included in **Section 1.03** that the Board makes that (a) exceed the maximum allowable rates; (b) are not allowed under applicable laws, rules, or regulations including 38 CFR Part 53; or (c) are otherwise inconsistent with this Agreement.

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 Agreement. Operator shall reimburse the Board for such disallowed costs from funds other than those Operator received under this Agreement.

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, title, and interest in and to all Intellectual Property acquired or developed by Operator pursuant to this Agreement, including 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 Agreement. The Board may 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. Operator agrees and acknowledges that all expressive content subject to copyright protection, including, without limitation, all reports, drafts of reports, drawings, artwork, photographs, video, computer programs and codes, and/or any other expressive content acquired or developed by Operator pursuant to this Agreement is a “work made for hire” under the United States Copyright Act of 1976. If, for any reason, any expressive content subject to copyright protection or any portion of such expressive content is not a work made for hire, Operator hereby irrevocably assigns to the Board ownership of all rights, title and interest in and to

such expressive content or such portion of such expressive content. Such rights, title, and interest include, without limitation, the entire and exclusive copyright in the expressive content and all rights associated with the copyright, including reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the expressive content in all formats and media now known or developed in the future.

- b) Operator must give the Board and the State of Texas, as well as any person designated by the Board or the State of Texas, all assistance and execute documents 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 Agreement.

6.02 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 Agreement 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 Agreement and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

- a) All records related to this Agreement, 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 Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement 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, Subcontractor and Subcontractor's 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 Agreement shall be retained for a period subsequent to the final closeout of the overall Grant applicable to this Agreement. **The Board will notify the Operator of the date upon which its records related to this Agreement may be destroyed, and Operator shall retain all records related to this Agreement until the destruction date determined by the Board.**

7.04 CONFIDENTIALITY

To the extent permitted by law, Operator and the Board shall 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 Agreement. Operator must not advertise that it is doing business with the Board, use this Agreement as a marketing or sales tool, or make any communications or announcements relating to this Agreement through press releases, social media, or other public relations efforts 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 Agreement 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 of 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 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 Operator. 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, Operator 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 Agreement, 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 M&O 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 Agreement, Operator must produce renewal certificates for each type of coverage. Operator may not perform any work under this Agreement if Operator's insurance coverage does not meet the requirements of this Agreement. The Board may terminate this Agreement 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 Agreement. 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 Agreement and any work associated therewith. 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 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 Attorney General.

8.03 LEGAL OBLIGATIONS

Operator shall procure and maintain for the duration of this Agreement 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 Agreement 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 Subcontracts during performance of this Agreement.

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 Agreement. 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 Agreement.

8.05 INFRINGEMENT

- a) 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 infringement of any United States patent, copyright, trademark or service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Agreement. 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 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 Attorney General.
- b) Operator shall have no liability under this section if the alleged infringement is caused in whole or in part by (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Operator's written approval, (iii) any modifications made to the product by the Operator pursuant to the Board's specific instructions, or (iv) any use of the product or service by the Board that does not conform with the terms of any applicable license agreement.
- c) If Operator becomes aware of an actual or potential claim or the Board provides Operator with notice of an actual or potential claim, Operator shall, at Operator's sole expense, (i) procure for the Board the right to continue to use the affected portion of the product or service or (ii) modify or replace the affected portion of the

product or service with a functionally equivalent or superior product or service so that the Board's use is non-infringing.

8.06 ASSIGNMENT AND SUBCONTRACTS

Operator shall not assign, transfer, or delegate any rights, obligations, or duties under this Agreement 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 Agreement. Nothing in this Agreement 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 Agreement. Operator will notify the Board in writing of any such Subcontractor performing fifteen percent (15%) or more of the work under this Agreement. 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 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ PROGRAM

If required under the terms of Chapter 2161 of the Texas Government Code and compliance with such chapter does not impede the Operator's (and thus the Board's) emergency response necessary to protect life threatened by the COVID-19 Pandemic, Operator shall submit a HUB Subcontracting Plan ("HSP") to the Board for approval. Once the Board approves Operator's HSP, Operator shall supply the Board with pertinent details of any HUB Subcontractor performing services in performance of the Project. The Board encourages the parties it contracts with to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program. Operator will submit monthly compliance reports (Prime contractor Progress Assessment Report) to HUB@glo.texas.gov, specifying the use of HUB Subcontractors (including expenditures to HUB Subcontractors) if applicable. Operator must submit any HSP modifications to the Board for prior approval through an HSP Change Order. If Operator modifies its HSP without the Board's prior approval, the Board may initiate remedial action as provided in Chapter 2161 of the Texas Government Code.

8.08 RELATIONSHIP OF THE PARTIES

Operator is associated with the Board only for the purposes and to the extent specified in this Agreement and the M&O Agreement. Operator is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement 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 Board 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 Agreement, 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 Agreement 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

With a Copy to:

Deputy Director
Veterans Home Program
Veterans Land Board of the State of Texas
1700 North Congress Avenue
Austin, Texas 78701-1495

Operator

Touchstone Veterans Management, LTD.
250 W. Nottingham, Ste. 200
San Antonio, Texas 78209
Attention: Carl Fellbaum

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 Agreement 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 Agreement 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 Agreement 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 Agreement is invalid, void, or unenforceable, this Agreement shall be construed as if such provision did not exist, and the remaining terms, provisions, covenants, and conditions of this Agreement 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 Agreement, if either of the Parties (after a good faith effort) is prevented from complying with any express or implied covenant of this Agreement 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 Agreement 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 Agreement, including a claim for breach of Agreement 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 Agreement claim nor the pendency of such a claim constitutes grounds for Operator to suspend performance of this Agreement. Notwithstanding this provision, the Board 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 AGREEMENT AND MODIFICATION

This Agreement, its Attachment(s), and any Amendment, or documents issued in conjunction with this Agreement 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 Agreement to the extent possible. Unless there is an express, mutual intent to amend this Agreement, general conflicts in language shall be construed consistently with the terms of this Agreement. Except as provided herein, this Agreement, its Attachment(s), or Amendment(s) issued under this Agreement may be amended by only a mutual, written agreement executed by authorized representatives of the Parties.

8.16 COUNTERPARTS

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

8.17 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Agreement on its behalf has full power and authority to enter into this Agreement. Operator acknowledges that this Agreement is effective for the period of time specified in the Agreement. Any services Operator performs before this Agreement'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 Agreement, 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 Agreement's performance schedule;
 - (ii) in a way that meets the Agreement'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 Agreement related to the following subjects shall survive the termination or expiration of this Agreement: definitions; interpretive provisions; consideration; warranties; General Affirmations, Federal Assurances, and Federal Certifications; 38 CFR Part 53, Rules and Regulations, 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; infringement of Intellectual Property rights; 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 Agreement shall so survive.

8.20 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HHSC 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 Agreement 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

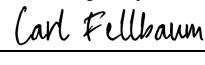
**SIGNATURE PAGE FOR GLO AGREEMENT NO. 24-092-001-E357
REIMBURSEMENT PAYMENT AGREEMENT**

**GENERAL LAND OFFICE & VETERANS
LAND BOARD**

**TOUCHSTONE VETERANS MANAGEMENT, LTD.
THROUGH ITS GENERAL PARTNER, TOUCHSTONE
VETERANS GP, INC.**

DocuSigned by:

7C299F4374E7497...
Mark A. Havens, Chief Clerk

DocuSigned by:

88C62A0C77F4403...
Name: Carl Fellbaum

Title: CEO

Date of execution: 1/17/2024

Date of execution: 1/17/2024

OGC 

DD 

DGC 

VLBES 

GC 

DLC 

ATTACHED TO THIS AGREEMENT

ATTACHMENT A – Federal Assurances and Certifications

ATTACHMENT B – General Affirmations

ATTACHMENT C – Compensation

ATTACHMENT D – Award Letter

ASSURANCES – NON-CONSTRUCTION PROGRAMSOMB Approval No. 4040-0007
Expiration Date: 02/28/2025

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.

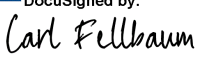
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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 cost) 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 nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- 9. Will comply, 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.
- 10. 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).
- 11. 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.
- 12. 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.).
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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."
- 17. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- 18. 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:  <small>88C62A0C77F4403</small>	TITLE CEO
APPLICANT ORGANIZATION Touchstone Veterans Management, LTD.	DATE SUBMITTED 1/17/2024



Department of Veterans Affairs

CERTIFICATION REGARDING LOBBYING

The Paperwork Reduction Act of 1995 requires us to notify you that this information collection is in accordance with the clearance requirements of section 3507 of the Paperwork Reduction Act of 1995. We may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a valid OMB number. We anticipate that the time expended by all individuals who must complete this form will average 5 minutes. This includes the time it will take to read instructions, gather the necessary facts and fill out the form. Although completion of this form is required to obtain and retain this Federal grant, failure to complete the form will have no impact on any other benefits to which you may be entitled.

This certification is made in compliance with Section 319 of Public Law 101-121; and pursuant to the Interim Final guidance published as part VII of the December 20, 1989, Federal Register (Pages 57306 through 52332).

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certified, to the best of their 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 any 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 Forms-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.

SIGNATURE OF CERTIFYING OFFICIAL <small>DocuSigned by:</small> <i>Carl Fellbaum</i>	DATE 1/17/2024
NAME AND TITLE OF CERTIFYING OFFICIAL Carl Fellbaum	PROJECT (FAI NUMBER) N/A
NAME AND ADDRESS OF STATE AGENCY Texas General Land Office 1701 North Congress Avenue Austin, Texas 78701	

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: 02/28/2025

1. *Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. *Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. *Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee *Name: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 		
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
b. Individuals Performing Services (including address if different from No. 10a) Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
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: _____ *Name: Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ 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.

Federal Agency Form Instructions Form Identifiers	Information
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	2.0
OMB Number	4040-0013
OMB Expiration Date	02/28/2025

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	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. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up 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 previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime
	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.

	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	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 of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

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, Washington, DC 20503.

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, 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. Operator shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. 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, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. 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, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. 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.*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Operator represents and warrants that it complies with the requirements of the state risk and authorization management program and Operator agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. 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.
8. If the Contract authorizes Operator to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Operator certifies that it will comply with the security controls required under this Contract and will maintain

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records and make them available to the GLO as evidence of Operator's compliance with the required controls.

9. 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.
10. Operator agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Operator to the State of Texas.
11. Upon request of the GLO, Operator shall provide copies of its most recent business continuity and disaster recovery plans.
12. 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.*
13. If the Contract is not for architecture, engineering, or construction services, then 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 OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY Operator.**
14. If the Contract is for architecture, engineering, or construction services, then 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 OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY Operator.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if 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 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.

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- The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount 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 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 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, or, if applicable, the governmental immunity of Operator. 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 or Operator. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Operator 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. Operator 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.
15. 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.*
16. 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 funds. If such funds are not appropriated or become

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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.

17. Operator certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. 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.
19. 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.
20. 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.*
21. 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.*
22. 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.*
23. 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 any Party.
24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, Operator, TO THE

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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 FULFILLERS, 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.*

25. 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 Operator 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.*

26. 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

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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.*

27. Operator has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. 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.*
29. 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.
30. 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.*
31. 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

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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.

32. 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.
33. 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.
34. 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.
35. The GLO shall post this Contract to the GLO's website. Operator understands that the GLO 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 GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO 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 GLO 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 GLO for releasing such information without prior notice to Operator. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Operator shall notify the GLO'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, Operator shall forward the third party's contact information to the above-designated e-mail address.
36. 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

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enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Operator must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.

37. 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.
38. 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.*
39. Operator certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Operator's business. Operator acknowledges that such a vaccine or recovery requirement would make Operator ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Operator certifies that neither it nor its parent company, nor any affiliate of Operator or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*
41. If Operator is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Operator verifies that Operator does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Operator does not make that verification, Operator must notify the GLO and state why the verification is not required.*
42. If Operator is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Operator verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Operator does not make that verification, Operator must notify the GLO and state why the verification is not required.*
43. If Operator is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Operator will play the United States national anthem at the beginning of each team sporting event held at Operator's home venue or other venue controlled by Operator for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Operator to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Operator may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

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44. To the extent Section 552.371 of the Texas Government Code applies to Operator and the Contract, in accordance with Section 552.372 of the Texas Government Code, Operator must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Operator's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Operator's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Operator agrees that the Contract may be terminated if Operator knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Operator, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Operator compiled in connection with its performance under the Contract.*
46. If subject to 2 CFR 200.216, Operator shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Operator uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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Attachment C – Compensation

<u>Expenditure Period</u>	<u>VA Funds</u>	<u>State Funds</u>	<u>Period Total</u>
Federal Fiscal Year 2023	\$57,500.00	\$57,500.00	\$115,000.00



DEPARTMENT OF VETERANS AFFAIRS
Veterans Health Administration
Washington, DC 20420

December 21, 2023

Claire McKinney
Manager, Administrative Services
Texas State Veterans Homes
Texas Veterans Land Board
1700 N. Congress Avenue
Austin, TX 78701

Dear Ms. McKinney:

This is in response to your Application for Assistance for Hiring and Retaining Nurses at State Homes; VA Form 10-0430 for the Lamun-Lusk-Sanchez Texas State Veterans Home (SVH) in Big Spring, TX. The final application was received September 27, 2023. After reviewing your completed application package with respect to the program requirements in 38 CFR Part 53, I am granting approval of the application under the authority of 38 U.S.C. 101, 501, 1744. Your application has met the necessary conditions under §53.11 general requirements for payments.

It is imperative you understand your responsibility of the SVH as defined in 38 CFR Part 53, §53.11 (7) - "The SVH employee incentive program includes a mechanism to ensure that an individual receiving benefits under the program works at the SVH as a nurse for a period commensurate with the benefits provided, and, insofar as possible, the program is designed to eliminate any nursing shortage at the SVH within a 3-year period from the initiation of VA payments."

The amount of payment awarded under 38 CFR Part 53, §53.30 is **\$57,500.00** for the Lamun-Lusk-Sanchez Texas State Veterans Home, which is 50 percent of the cost of the employee incentive program for fiscal year 2024 and does not exceed 2 percent of the amount of your per diem payment estimated by VA. The funds will be transferred to VA West Texas Healthcare System for obligation to the SVH. The funds are to be used solely for the purpose of the specific employee incentive program. You are to submit invoices and supporting evidence electronically to Dezi Melendrez and Kathy Scott in Pod #4 at desarine.melendrez@va.gov and kathryn.scott2@va.gov for review and approval prior to any payment.

The Lamun-Lusk-Sanchez Texas State Veterans Home shall provide to me a detailed report regarding the use of the funds with a descriptive analysis of how effective your employee incentive program has been in improving nurse staffing at these Homes. This report must be submitted within 60 days of the close of the fiscal year September 30, 2024. You should also prepare audit reports as required by the Single Audit Act of 1984 and submit them to the VA.

Page 2

Ms. Claire McKinney

If you have any questions, please contact Dezi Melendrez, State Home Per Diem Specialist at 303-398-3428, or Kathy Scott, MSW, LICSW, National State Veterans Homes Program Manager for Quality & Oversight, at 503-953-6935.

Sincerely,

**CHERYL
SCHMITZ** Digitally signed by
CHERYL SCHMITZ
Date: 2023.12.21
11:24:36 -05'00'

Scotte R. Hartronft, M.D., M.B.A, FACP, FACHE
Executive Director
Office of Geriatrics & Extended Care

Cc: Dr. Wendell Jones
Network Director, VA Heart of Texas Health Care Network

Keith Bass
Executive Medical Center Director, VA West Texas Healthcare System

Jacqueline Dixon
State Veterans Homes Liaison, VA Heart of Texas Health Care Network

Ross Roberts
State Veterans Home Medical Facility Representative