Community Services Contract - Provider Agreement

I.

Name of Legal Entity (the "Contractor") 29 Acres, Inc	
Doing Business As (d/b/a) Name, if applicable	
Email Address of Contractor's Signature Authority debra@29acres.org	**Area Code and Telephone No.** (817) 832-9346
Physical Address of Legal Entity (Street, City, State, ZIP Code) 820 N. Elm Street, Denton, TX 76201	
Taxpayer ID. No. (EIN or SSN) 27-5537523	**National Provider Identifier (NPI) or Atypical Provider Identifier (API)** 1003399569
Contract Effective Date (the "Begin Date") 3/23/2020	**Contract Termination Date (the "End Date")** 09/23/2022
Contract Type Home and Community-based Services (HCS)	
Contract No. H H S 0 0 0 0 0 4 6 0 0 4 1 8	**Provider No.** 0 0 1 0 3 0 9 0 6
Service Area(s) (Region, Catchment Area or Waiver Contract Area) WCA 3	
Service Codes	
Component Code (HCS, TxHmL, CDS-HCS and CDS-TxHmL only) 7H7	

II.

The **Health and Human Services Commission** ("HHSC") and the **Contractor** named in **Section I** (HHSC and Contractor may be referenced in this document collectively as the "Parties" and individually as the "Party") hereby enter into this **Community Services Contract - Provider Agreement** (the "Contract") for the provision of services under the Contract type specified in **Section I** for the considerations set forth herein. The Contract Begin Date specified in **Section I** is not valid until this Contract is signed by both parties.

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III.

The Contractor hereby agrees:

In General

A. To provide all services in the Contract Type and in the Service Area, specified in Section I of this Contract.

B. To comply with all applicable federal and Texas state statutes and rules, including the following:

1. Title 42, Code of Federal Regulations (CFR), Chapter IV;
2. Title 45, CFR, Part 96;
3. Texas Human Resources Code, Title 2, Chapter 32;
4. Texas Human Resources Code, Title 6, Chapter 102;
5. Texas Health and Safety Code, Title 4, Chapters 250 and 253;
6. Title 1, TAC, Part 15, Chapter 355, or its successor; and
7. Title 40, Texas Administrative Code (TAC), Part 1, or its successor.

C. To comply with the following documents promulgated by HHSC:

1. applicable provider manuals or handbooks;
2. applicable billing guidelines; and
3. applicable provider communications, including provider letters, information letters and policy clarifications.

D. To comply with applicable federal and Texas laws and rules regarding confidentiality of information regarding an individual. This provision shall not be construed as limiting HHSC's access to an individual's records or other information relating to the individual.

Electronic Visit Verification ("EVV")

A. To ensure:

1. the EVV system is used to verify the provision of services governed under 40 TAC, Chapter 68 or its successor;
2. only authorized persons access the Contractor's EVV account;
3. all data elements required by HHSC or HHSC's designee are uploaded or entered into the EVV system completely, accurately, and in a timely manner;
4. that each time services governed by 40 TAC Chapter 68 or its successor are delivered to an individual, the Contractor's staff uses the EVV system; and
5. service delivery documentation is immediately available for review by HHSC when requested.

B. Equipment provided to Contractor by HHSC, HHSC's designee, or an HHSC-approved EVV vendor, must be returned in good condition when the equipment is no longer needed under this Contract.

In the context of this agreement, "good condition" means Contractor must not place any marks or identifying information on the equipment, and may not alter information on the equipment including logos and serial numbers. If the equipment is lost, stolen, marked, altered or damaged by Contractor, Contractor may be required to pay the replacement cost for each piece of equipment that is lost, stolen, marked or damaged. Replacement costs for lost, stolen, marked or damaged equipment may be assessed periodically.

If Contractor recovers previously lost or stolen equipment for which Contractor paid the replacement cost in the prior 12 months, Contractor may return the equipment and be reimbursed for the replacement costs within 12 months of the date HHSC, HHSC's designee or an HHSC-approved EVV vendor (as applicable) received payment in full from the Contractor, provided the equipment is returned in good condition as specified above.

C. HHSC may perform quarterly reviews to determine if Contractor has complied with EVV compliance requirements.

D. If the Contractor determines an electronic record in the EVV system needs to be adjusted, the Contractor will make the adjustment in the EVV system using most appropriate reason code(s) or other identifiers ("codes") defined or approved by HHSC or HHSC's designee that identify reasons for the adjustment. Each time the Contractor adjusts an electronic record in the EVV system, the Contractor must enter the applicable codes.

E. HHSC, in its sole discretion, identifies EVV non-compliance, EVV cell phone usage, misuse of reason code(s) and may conduct reviews to ensure EVV compliance as outlined in the EVV Policy Handbook.

F. Contractor must begin using an HHSC-approved EVV system prior to submitting an EVV relevant claim.

G. All EVV relevant claims require a matching EVV transaction. Without a matching EVV transaction, the claim will be denied.

H. Contractor must submit all EVV related claims through the Texas Medicaid Claims Administrator, or as otherwise described in the EVV Policy Handbook.

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I. Contractor signature authority and EVV coordinator/representative must take all required EVV training as outlined in the EVV Policy Handbook.

Updating HHSC

A. To disclose information on ownership and control, information related to business transactions and information on persons convicted of crimes in accordance with 42 CFR, Part 455, Subpart B, and to submit updated ownership and control disclosures within 10 business days of a change in ownership or control interest and at any time within 35 business days of a written request by HHSC or the U.S. Department of Health and Human Services ("HHS").

B. To keep its application for participation in the contracted program current by informing HHSC in writing of:

1. a change of ownership or a change in the Contract's legal entity that directly or indirectly changes the legal entity responsible for fulfilling this Contract at least 60 calendar days prior to the date of the change;
2. a change in the name of the person authorized to negotiate, execute, amend or terminate this Contract on behalf of the Contractor within 30 calendar days of the date of the change; and
3. a change in the name, telephone number, fax number or e-mail address of the Contractor's contact person or the name of the Contractor, if the change is not a change in the Contractor's legal entity, within 14 calendar days of the date of the change.

C. To keep its contractor certifications current by informing HHSC in writing within 3 business days after the Contractor learns that any of the certifications were erroneous when submitted and within 3 business days after a change that causes the certifications to become erroneous by reason of changed circumstances.

D. To notify HHSC in writing:

1. if the Contractor files for bankruptcy within 14 calendar days after filing;
2. if a controlling person, as that term is defined in 40 TAC §49.102 or its successor, is convicted of an offense listed in 40 TAC §49.206 or its successor within 3 business days after the contractor or controlling person becomes aware of the conviction;
3. if the Contractor or a controlling person is excluded from participation in Medicare, Medicaid or any federal or state health care program in accordance with §§1128, 1128A, 1136, 1156, or 1842(j)(2) of the Social Security Act, within 3 business days after the Contractor or controlling person becomes aware of the exclusion; and
4. if the Contractor is notified by HHSC that its enrollment application has been denied or abated within 3 business days after the notification date.

Claims

A. To accept HHSC's reimbursement rates as payment in full for the services specified in this Contract to the persons for whom a payment is received, and to make no additional charge to the individual, any member of his or her family or to any other source for any supplementation for such services, unless specifically allowed by HHSC rules.

B. To submit claims for payment in accordance with HHSC Claims Administrator billing guidelines applicable to the services under the Contract.

C. That except as may be specifically authorized by HHSC in writing, if Contractor is required to use an HHSC-approved EVV system, Contractor must ensure that claims for services are supported by service delivery records that have been verified by the Contractor and fully documented in an HHSC-approved EVV system before being submitted for payment.

D. That HHSC may make proper adjustments to the Contractor's payments from month to month to compensate for prior overpayments, underpayments or payments not made in accordance with the requirements of this Contract. The Contractor further agrees HHSC may withhold Contractor's payments, in whole or in part, because of differences from whatever cause until such differences are resolved.

E. That the Contractor is responsible for payment of any valid audit exceptions found by HHSC, HHS or the Texas Attorney General's Medicaid Fraud Control Unit ("AG-MFCU").

F. That in accordance with §403.0551, Texas Government Code, and unless otherwise prohibited by any other law, any payments due to the Contractor under this Contract will be first applied toward any debt or back taxes the Contractor owes the state of Texas. Payments will be so applied until such debts and back taxes are paid in full.

G. That failure to upload EVV data elements or enter the EVV data elements completely, accurately, or in a timely manner, may result in claim denial.

Provisions governing staff and subcontractors

A. To require any subcontractor to execute documents that binds the subcontractor to comply with the provisions of this Contract. Subcontractor means an individual or entity to which the Contractor has contracted with or delegated some of its management functions or responsibilities of providing all or a part of the services required of the Contractor under this Contract.

B. That it is responsible for the behavior of its staff and subcontractors to ensure a violence-free contractual relationship. The Contractor understands that any remarks, gestures or actions toward HHSC employees, volunteers or clients that carry an implied threat of any kind, even if intended to be in jest, will be taken seriously and may lead to corrective action, up to and including terminating this contractor.

C. To comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for an individual hired on or after November 6, 1986, who will perform any labor or services under this Contract.

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D. To certify and ensure that it utilizes and will continue to utilize, for the term of this Contract, the U. S. Department of Homeland Security's e-Verify system to determine the eligibility of:

1. all persons employed during the Contract term to perform duties within Texas; and
2. all persons (including subcontractors).

E. That representatives of HHSC, AG-MFCU and HHS may conduct interviews of Contractor personnel, subcontractors and their personnel, witnesses, and clients without a Contractor's representative present unless the person interviewed voluntarily requests that the representative be present. The Contractor must not coerce its personnel, subcontractors and their personnel, witnesses, or clients to accept representation by the Contractor, and the Contractor agrees that no retaliation will occur to a person who denies the Contractor's offer of representation. Nothing in the Contract limits a person's right to counsel of his or her choice. Requests for interviews are to be complied with in the form and the manner requested. The Contractor must ensure by contract or other means that its personnel and subcontractors cooperate fully in any investigation conducted by representatives of HHSC, AG-MFCU and HHS.

F. That if it is a Home and Community Support Services agency ("HCSSA"), the Contractor will hire Personal Assistance Services and Community Support Services providers chosen by the client or the client's legally authorized representative, if requested, and provided the individual who will provide the services:

1. meets minimum qualifications for the service;
2. is willing to be employed as an attendant by the Contractor; and
3. is willing, and determined competent by the Contractor, to deliver the service(s) according to the client's individual service plan.

Recordkeeping

A. To maintain its accounting records in accordance with generally accepted accounting principles ("GAAP"). GAAP are established by the Financial Accounting Standards Board ("FASB").

B. To retain in the form in which it was created:

1. A record developed and maintained in accordance with 40 TAC §49.305, or its successor, until the latest of the following:
   a. seven years after the Contractor submits a claim for the service about which the record relates;
   b. seven years after all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record are resolved; or
   c. the individual about whom the record relates becomes 21 years of age; and
2. this Contract and any contract solicitation documents until the latest of the following:
   a. seven years after this Contract expires or is otherwise terminated; or
   b. seven years after all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Contract are resolved, or the date on which the individual for whom the records relate becomes 21 year of age.

C. If this Contract terminates, to provide HHSC the following information:

1. the location of records related to this Contract; and
2. the name, address, telephone number and email address of a person HHSC may contact to arrange access to the records.

Civil Rights Clause

A. The Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
7. HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

The Contractor agrees to comply with all amendments to the above-referenced laws, and all related regulations. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be subjected to discrimination.

The Contractor further agrees to:

1. comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, which prohibit a contractor from adopting and implementing policies and procedures that exclude or limit clients' participation in programs and benefits, on the basis of national origin. Civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who are not fluent in English. Contractor agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English;
2. post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for HHSC's Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters;

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3. comply with Executive Orders 13279 and 13559, and their implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by the U.S. Department of Agriculture ("USDA") or HHS shall not discriminate against a program beneficiary on the basis of religion or religious belief. Contractor must provide written notice to beneficiaries of their rights;
4. upon request, provide HHSC's Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures; and
5. notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than 10 calendar days after receipt of a complaint. This notice must be directed to:

   Civil Rights Office
   Health and Human Services Commission
   701 W. 51st Street; Mail Code W-206
   Austin, Texas 78751
   Telephone Toll Free: 888-388-6332
   Telephone: (512) 438-4313
   TTY Toll Free: (877) 432-7232
   Fax: (512) 438-5885

B. That if the Contractor is a charitable or faith-based Contractor under this Contract, it must apprise all residents of the following: "Neither HHSC's selection of a charitable or faith-based contractor nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices or expressions. No contractor may discriminate against you on the basis of religion, a religious belief or your refusal to actively participate in a religious practice. If you object to a particular Contractor because of its religious character, you may request a different contractor. If you believe that you have been discriminated against, please discuss the complaint with your contractor or notify your appropriate case manager."

Fraud Prevention

A. To screen its employees and contractors to determine if they have been excluded from Medicare, Medicaid or any federal or state health care program. The Contractor agrees to search monthly the HHS-Office of Inspector General ("OIG") and Health and Human Services Commission Office of Inspector General ("HHSC-OIG") List of Excluded Individuals/Entities ("LEIE") websites to capture exclusions and reinstatements that have occurred since the last search and to immediately report to HHSC-OIG any exclusion information the Contractor discovers. Exclusionary searches for prospective employees and contractors shall be performed prior to employment or contracting.

B. That no Medicaid payments can be made for any items or services directed or prescribed by a physician or other authorized person who is excluded from Medicare, Medicaid or any federal or state health care program when the individual or entity furnishing the items or services either knew or should have known of the exclusion. This prohibition applies even when the Medicaid payment itself is made to another contractor, practitioner or supplier who is not excluded.

C. That this contract is subject to all state and federal laws and regulations relating to fraud and abuse in health care and the Medicaid program. As required by 42 C.F.R. §431.107, the Contractor agrees to keep any and all records necessary to disclose the extent of services the Contractor furnishes to individuals in the Medicaid program and any information relating to payments claimed by the Contractor for furnishing Medicaid services. On request, the Contractor also agrees to furnish HHSC, AG-MFCU, or HHS any information maintained under 42 C.F.R. §431.107(b). The Contractor will furnish copies of this information free of charge.

Sanctions

A. That HHSC may apply, at its discretion, sanctions if the Contractor fails to comply with any provision of the Contract, including:
   1. recouping overpayments;
   2. suspending the Contractor's payments; and
   3. initiating termination of the Contract.

B. That payments to the Contractor under this Contract may be withheld during the pendency of a hearing on the termination of this Contract until a final decision is issued and all appeals are exhausted. HHSC shall pay the withheld payments and resume contract payments if the final decision is favorable to the Contractor.

C. That in accordance with 42 C.F.R. §455.23, HHSC shall suspend all Medicaid payments to the Contractor upon notification by HHSC-OIG that a credible allegation of fraud under the Medicaid program is pending against the Contractor, unless HHSC has good cause not to suspend the payments or to suspend the payments only in part.

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Handling Sensitive Personal Information and Breach Notification

A. As part of its contract with HHSC Contractor may receive or create sensitive personal information, as section 521.002 of the Business and Commerce Code defines that phrase. Contractor must use appropriate safeguards to protect this sensitive personal information. These safeguards must include maintaining the sensitive personal information in a form that is unusable, unreadable, or indecipherable to unauthorized persons. Contractor may consult the "Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals" issued by the U.S. Department of Health and Human Services to determine ways to meet this standard.

B. Contractor must notify HHSC of any confirmed or suspected unauthorized acquisition, access, use or disclosure of sensitive personal information related to this Contract, including any breach of system security, as section 521.053 of the Business and Commerce Code defines that phrase. Contractor must submit a written report to HHSC as soon as possible but no later than 10 business days after discovering the unauthorized acquisition, access, use or disclosure. The written report must identify each individual whose sensitive personal information has been or is reasonably believed to have been compromised.

C. Contractor must either disclose the unauthorized acquisition, access, use or disclosure to each individual whose sensitive personal information has been or is reasonably believed to have been compromised or pay the expenses associated with HHSC doing the disclosure if:

   1. Contractor experiences a breach of system security involving information owned by HHSC for which disclosure or notification is required under section 521.053 of the Business and Commerce Code; or
   2. Contractor experiences a breach of unsecured protected health information, as 45 C.F.R. §164.402 defines that phrase, and HHSC becomes responsible for doing the notification required by 45 C.F.R. §164.404.

HHSC may, at its discretion, waive Contractor's payment of expenses associated with HHSC doing the disclosure.

Miscellaneous Requirements

A. To comply with Texas Health and Safety Code, §85.113 and §85.115 concerning workplace and confidentiality guidelines for persons with AIDS or HIV.

B. To comply with applicable provisions of the Clean Air Act (42 U.S.C. §7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §1251-1387), if funding for the Contract exceeds $100,000.

C. That in accordance with §2155.4441, Texas Government Code, the Contractor shall, in performing any service under this Contract, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside of Texas.

D. To make a good faith effort to utilize historically underutilized businesses ("HUBs") when subcontracting. Some methods for locating HUBs include using searchable HUB databases at the Texas Comptroller of Public Accounts' website, using websites or other minority/women directory listings maintained by local chambers of commerce, advertising subcontract work in local minority publications or contacting HHSC for assistance in locating available HUBs.

E. That except as provided in the paragraphs below, the Contractor must not use HHSC's name, the State of Texas or refer to HHSC or the State directly or indirectly in any media release, public announcement, or public disclosure relating to this Contract or its subject matter, including, but not limited to, in any promotional or marketing materials, customer lists or business presentations (other than those submitted to HHSC, an administrative agency of the State of Texas, or a governmental agency or unit of another state or the Federal Government).

   The Contractor may publish, at its sole expense, results of Contractor performance under this Contract with HHSC's prior review and approval, which HHSC may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from HHSC and any Federal agency, as appropriate. The Contractor will provide HHSC at least 3 copies of such publication prior to public release. The Contractor will provide additional copies at the request of HHSC.

   The Contractor may include information concerning this Contract's terms, subject matter, and estimated value in any report to a governmental body to which the Contractor is required by law to report such information. The Contractor must not use HHSC's logo under any circumstances.

IV.

HHSC hereby agrees:

A. To pay the Contractor for services provided under the Contract type specified in Section I of this Contract in amounts and under conditions determined by HHSC as defined in this Contract, the applicable Contractor manual, handbook, policy letter or program rules and standards and in accordance with applicable laws and regulations for all eligible persons receiving such services under Title XIX and or Title XX.

B. To pay the Contractor within time limits set by HHSC and in accordance with applicable laws and regulations after a proper claim for payment is submitted and approved for payment in accordance with HHSC's Claims Administrator billing guidelines.

C. To adjust payments to the Contractor to compensate for prior overpayment or underpayment.

D. To give the Contractor reasonable notice of any impending change in its status as a participating Contractor, except that nothing in this section shall be construed to deny HHSC the right, for failure to comply with this Contract or regulations published in the *Texas Register*, to terminate this Contract, suspend payments or take any other legal remedy available to HHSC.

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E. To provide a hearing, in accordance with TAC, Title 1, Part 15, Chapter 357, Subchapter I, or its successor to the Contractor in the event HHSC imposes an adverse action on the Contractor under this Contract.

F. To make available to the Contractor the applicable Contractor manual and any changes to that manual that change the requirements for participation.

G. That a religious organization that contracts with HHSC does not by contracting with HHSC lose the exemption provided under Section 702 of the Civil Rights Act [42 U.S.C. §2000E-1(a)] regarding employment practices.

A religious or charitable organization is eligible to be a Contractor on the same basis as any other private organization. The Contractor retains its independence from state and local governments, including the Contractor's control over the definition, development, practice and expression of its charitable or religious beliefs. Except as provided by federal law, HHSC shall not interpret this Contract to require a charitable or religious organization to alter its form of internal governance or remove religious art, icons, scripture or other symbols. Furthermore, if a religious or charitable organization segregates the government funds provided under this Contract, then only the financial assistance provided by these funds will be subject to audit. However, neither HHSC's selection of a charitable or faith-based Contractor nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices or expression. The purpose of this Contract is the provision of community services; no state expenditures have as their objective the funding of sectarian worship, instruction or proselytization, and no state funds shall be expended for these purposes.

V.

HHSC and Contractor hereby agree:

A. That in the event any provision of this Contract becomes unenforceable or void all other provisions of this Contract will remain in effect.

B. That the Contractor may not transfer or assign this Contract without the express prior written approval of HHSC.

C. That this Contract may be assigned to a state agency or agencies.

D. That HHSC may amend this Contract by written notice to the Contractor. HHSC reserves the right to amend this Contract through execution of a unilateral amendment signed by an HHSC person with delegated signature authority and provided to the Contractor under the following circumstances:

1. to correct an obvious clerical error in the Contract;
2. to incorporate new or revised federal or state statutes, rules or policies;
3. to comply with a court order or judgment; and
4. to change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State.

E. That nothing in this Contract or any conduct by a representative of HHSC relating to this Contract shall be construed as a waiver of the state's sovereign immunity to suit.

F. That neither party to this Contract waives its right to enforce a right under this Contract by failing to enforce or delaying the enforcement of any other right under this Contract.

G. That the Contractor is an independent contractor and not an employee of HHSC for any purpose. The Contractor and HHSC agree that:

1. HHSC will not withhold or pay on behalf of the Contractor any sums for income tax, unemployment insurance, Social Security or any other withholding, or make available to the Contractor any of the benefits, including workers' compensation insurance coverage and health and retirement benefits, afforded to HHSC employees; and
2. the Contractor must indemnify HHSC from any liability, including attorneys' fees and legal expenses, incurred by HHSC with respect to claims that HHSC should have been withholding or making payments on behalf of the Contractor or providing benefits to the Contractor's employees.

H. That nothing in this Contract is intended to create a joint venture, a partnership or a principal-agent relationship.

I. That the Contractor assigns to HHSC all claims for overcharges associated with this Contract arising under the anti-trust laws of the United States, 15 U.S.C. §§ 1-38, or the anti-trust laws of the state of Texas, Tex. Bus. & Com. Code, §§ 15.01-.40.

J. That HHSC has authority to monitor and conduct fiscal and program compliance reviews of the Contractor and its subcontractor(s) to the extent of services provided under the terms of this Contract. The Contractor will grant on-site access at reasonable times to all records relating to services provided and payments received under the terms of this Contract to state and federal auditing agencies and personnel and representatives of HHSC and HHS when it is deemed necessary by such agencies for purposes of inspection, monitoring, auditing or evaluating Contractor's performance under this Contract and compliance with applicable state and federal laws, rules and regulations; the applicable HHSC provider handbook or manual; and this Contract.

That for Title XX programs, HHSC shall, by Form 2029, Information Worksheet – POS Contract, set the rate or maximum amount of funds or both available to be paid to Contractor by HHSC. Form 2029 is incorporated into and made a part of this Contract and is effective for the time period stated on the form. Form 2029 may be amended by HHSC as necessary to comply with state and federal laws and regulations or renewed by HHSC by a new Form 2029 and incorporated into and made part of this Contract.

K. That in compliance with §2262.003, Texas Government Code:

1. 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;
2. acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and

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3. 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.

L. That this Contract shall continue subject to the availability of appropriated funds or until the federal or state governments or both cease to participate in the program.

M. That any breach or violation of any of the provisions of this Contract or state or federal regulations shall make this entire Contract, at HHSC's option, subject to termination.

N. That if HHSC does not renew the Contractor's contract due to the Contractor's noncompliance with applicable federal or Texas statutes or rules, the Contractor cannot enter into another contract for a Community Services program until the application denial period established by HHSC expires.

O. That the venue for any lawsuit between HHSC and the Contractor shall be Travis County, Texas.

P. That this Contract may be terminated by:
1. mutual agreement of HHSC and the Contractor;
2. either party to this Contract by giving 60 calendar days written notice to the other;
3. HHSC for reasons set forth in federal or state laws or rules, the terms of this Contract, or the applicable Contractor manual, handbook, or program standards;
4. HHSC if a certification made by the Contractor in this Contract is inaccurate or becomes inaccurate; or
5. HHSC for good cause.

Incorporation by Reference

The following documents are incorporated into this Contract and are on file with HHSC.

Form 2029, Information Worksheet for Purchase of Service Contract, if applicable per **Section V**(J)

Form 3681, Community Services Contract Application

Form 4732, Nongovernmental Contractor Certification (not applicable to governmental entities)

Form 5871/5871-S, Disclosure of Ownership and Control Statement, whichever is applicable to this Contract

Contract Affirmations

OMB No. 4040-0007, Federal Assurances – Non-Construction Programs

If marked, the following documents are incorporated into this Contract and are on file with HHSC.

- [x] HHS Data Use Agreement
- [x] HHS Information Security and Privacy Initial Inquiry
- [x] Form 2031, Governing Authority Resolution – Business Organization
- [ ] Form 3681-B, Community Services Contract Application, Addendum B
- [ ] Form 3681-C, Community Services Contract Application, Addendum C
- [ ] Form 3691, Service Area Designation
- [x] Form 3691-A, Service Area Designation (TxHmL, HCS, CDS and TAS)
- [ ] Form 4732-A, Nongovernmental Contractor Certification (Part II)
- [x] Certification Regarding Lobbying
- [ ]

For the faithful performance of the terms of this Contract, the parties hereto in their capacities stated, affix their signatures and bind themselves.

Health and Human Services Commission

DocuSigned by:
By Dana L. Collins — 03/23/2020
7686F69C7CE54BB
Name — Date Signed

Dana L. Collins
Name

Director, Contract Administration and Provider Monitoring
Title

29 Acres, Inc.

By Debra Caudy — 2/29/2020
Name — Date Signed

Debra Caudy
Name of Contractor Representative (print or type)

President
Title of Contractor Representative (print or type)

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HEALTH AND HUMAN SERVICES
CONTRACT AFFIRMATIONS

The term "System Agency" used in these affirmations means HHS or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under Texas law and the officers, employees, authorized representatives, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

   Contractor represents and warrants that all statements and information provided to System Agency are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

   Contractor understands that System Agency will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. **Contracting Information Requirements**

   Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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5. Assignment

A. Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from HHSC. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity

6. Terms and Conditions Attached to Response

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from System Agency's terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. System Agency Right to Use

Contractor agrees that System Agency has the right to use, produce, and distribute copies of and to disclose to System Agency employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as System Agency deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend 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 this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

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11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor 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.'

15. Foreign Terrorists Organizations

Contractor 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.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

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17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to 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.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Technology Access

A. Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Contractor represents and warrants to System Agency that the technology provided to System Agency for purchase (if applicable under this Contract or any related Solicitation) is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
   i. providing equivalent access for effective use by both visual and non-visual means;
   ii. presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
   iii. being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

B. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as

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assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

C. In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

24. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor 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 30 TAC Chapter 328.

25. Television Equipment Recycling

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

26. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

27. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

28. Disclosure of Prior State Employment

If this Contract is for consulting services under Chapter 2254 of the Texas Government Code, in accordance with Section 2254.033 of the Texas Government Code, Contractor certifies that it does not employ an individual who was employed by System Agency or another agency at any time during the two years preceding the submission of any related

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Solicitation Response related to this Contract or, in the alternative, Contractor has disclosed in any related Solicitation Response the following:

i. the nature of the previous employment with System Agency or the other agency;
ii. the date the employment was terminated; and
iii. the annual rate of compensation at the time of the employment was terminated.

29. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

30. Fraud, Waste, and Abuse

Contractor understands that System Agency does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud including, but not limited to, HHS Circular C-027.

31. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:
A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

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32. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

33. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

34. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

35. Entities that Boycott Israel

Pursuant to Section 2271.002 of the Texas Government Code, Contractor certifies that either:

i. it meets an exemption criteria under Section 2271.002; or
ii. it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this Solicitation. If Contractor refuses to make that certification,

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Contractor shall state here any facts that make it exempt from the boycott certification:

_____

_____

_____

36. E-Verify Program

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

i. all persons employed by Contractor to perform duties within Texas; and
ii. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

37. Professional or Consulting Contract

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.

38. Former Agency Employees

Contractor represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of this Contract, none of its employees including, but not limited to those who will provide services under the Contract, was an employee of an HHS Agency. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.

39. Disclosure of Prior State Employment

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, HHSC or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
   i. Name of individual(s) (Respondent or employee(s));
   ii. Status;
   iii. The nature of the previous employment with HHSC or the other State of Texas agency;

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iv. The date the employment was terminated and the reason for the termination; and
v. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by HHSC or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

40. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

i. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
ii. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
iii. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX, Section 6.25.

41. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 of the Texas Government Code. If Contractor refuses to make that certification, Contractor shall state here any facts that make it exempt from the certification:

_____

_____

_____.

42. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

43. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material

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misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

44. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

45. Drug-Free Workplace

Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §701 et seq.) and maintain a drug-free work environment.

46. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

47. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

48. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

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Authorized representative on behalf of Contractor must complete and sign the following:

29 Acres, Inc

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (D.B.A. or 'doing business as')

Texas County(s) for Assumed Business Name (D.B.A. or 'doing business as')
Attach Assumed Name Certificate(s) for each County

Debra Caudy

Signature of Authorized Representative

2/29/2020

Date Signed

Debra L. Caudy

Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name

President/CEO 29 Acres, Inc

Title of Authorized Representative

820 N. ELM STREET

Physical Street Address

Denton TX 76201

City, State, Zip Code

4516 Lovers Lane, # 129

Mailing Address, if different

Dallas TX 75225

City, State, Zip Code

214 550 8821

Phone Number

Fax Number

Deba@29acres.org

Email Address

DUNS Number

12755375230

27-5537523

Federal Employer Identification Number

Texas Payee ID No. – 11 digits

32043782658

80139509

Texas Franchise Tax Number

Texas Secretary of State Filing Number

OMB Number: 4040-0007
Expiration Date: 02/28/2022

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

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

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

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

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

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Debra Candy	President, 29 Pines Inc
APPLICANT NAME	DATE SUBMITTED
Debra Candy	2/29/2020

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION

29 ACRES, INC

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: | * First Name: Debra | Middle Name:

* Last Name: Candy | Suffix:

* Title: President 29 ACRES, INC

* SIGNATURE: Debra Candy | * DATE: 2/29/2020