

**FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
EASTER SEALS GREATER HOUSTON**

THIS FUNDING AGREEMENT ("Agreement") effective October 1, 2025 is entered into by and between Brazos County, Texas, acting by and through its duly elected County Commissioners (hereinafter "County"), and the Easter Seals Greater Houston (hereinafter "Service Provider"), located at 3211 S. Texas Avenue, Suite A, Bryan, Texas 77802.

RECITALS

WHEREAS, the medical care of the County's eligible indigent population has become a growing problem; and

WHEREAS, pursuant to Chapter 61 of the Texas Health and Safety Code, the County is the payor of last resort for the provision of basic health care services to eligible indigent county residents; and

WHEREAS, the County is required by Chapter 61 of the Health and Safety Code to provide, as a payor of last resort, certain basic health care assistance to its eligible county residents and desires to do so through the Service Provider,

NOW THEREFORE, the parties agree to the following terms and conditions to provide such eligible indigent health care.

AGREEMENT

Term

The Agreement shall continue in force and effect for a term of twelve (12) months commencing on the 1st day of October 2025 and terminating 30th day of September 2026.

Cancellation

This Agreement may be canceled by any of the parties hereto upon sixty (60) days written notice as provided herein.

Services to be Performed by Service Provider

Service Provider shall provide the following services through trained, staff to qualified county residents pursuant to the guidelines currently implemented for making such determination: rehabilitation services, physical therapy, occupational therapy, speech-language therapy, autism diagnosis and social services to the indigent population

of Brazos County who have been diagnosed with disabilities, developmental delays or those who are at risk of developing a delay (collectively "Services").

Use of County Funds

Funds to be furnished to Service Provider as stated below shall be used provide Services to eligible indigent applicants ages 0 to 3.

County's Payment

The County agrees to provide the Service Provider a maximum sum of **\$35,000.00** ("Funds") for the term of this Agreement to be paid in quarterly installments on receipt of invoice. **Invoice shall be remitted to the accountspayable@brazoscountytexas.gov email address.**

Responsibilities of Service Provider

Service Provider will be responsible for providing the following Services pursuant to this Agreement:

1. Completing all necessary application forms to potentially eligible indigent individuals.
2. Obtaining and compiling information on each applicant for Service Provider's Services with regard to residency and financial qualifications.
3. Maintaining this Agreement.
4. Provision of the Service Provider's Services as defined herein.
5. Maintaining data files on clients/patients and the Services provided thereto.
6. Responding to all and any inquiries by the County regarding the Service Provider and its Services.
7. Assisting the County with information needed for audit purposes.
8. Providing the County with quarterly financial statements within 30 days of the end of the quarter.
9. Providing the County with any and all certified audits of Service Provider and the management letter prepared in connection therewith.
10. Providing financial statements evidencing how County funds are spent. Such

statements to be submitted to County one (1) week prior to the funding dates set forth herein above. Funding will not be provided if statements are not received.

11. Providing the County with statistics evidencing the number of Brazos County residents using the Service Provider's Services and the percentage Brazos County residents comprise of the total population using Service Provider's services.

Record Retention

The Service Provider shall be responsible for record keeping on all Services provided to those individuals using its services and all financial records. The Service Provider agrees to maintain and make available for inspection by the County upon request, consistent with personal privacy, and subject to the limitation of state law, any and all records the County determines, in its sole discretion, to be necessary for the County to justify its continued participation in supporting the Service Provider with funding. Such records shall be retained for at least three (3) years from the date the service was provided. These records shall be made available for inspection and audit by the County if it so desires.

Accounting and Audit

The Service Provider agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Service Provider agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. The Service Provider agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. The Service Provider agrees that County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which County provided funds to the Service Provider under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Service Provider.

Discrimination

The Service Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Service Provider shall take affirmative action to ensure that applicants who are employed are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rated of pay or other forms of compensation; and selection for training, including apprenticeship. The

Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Confidentiality

The Service Provider shall comply with applicable local, State and Federal statutes, laws, and regulations as well as administrative rules regarding confidential records or other information obtained by the Service Provider concerning persons served under this Agreement. The records and information shall be protected by the Service Provider from unauthorized disclosure.

Health Insurance Portability and Accountability Act.

The Service Provider certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, the Social Security Act 42 U.S.C. 1320d-2 through 1320d-7, in that such Service Provider may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. The Service Provider shall maintain for a minimum of six (6) years all protected health information.

Indemnity

The Service Provider agrees to and shall indemnify and hold harmless and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of any kind, including claims of respondent superior or vicarious liability, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or any breach of Agreement arising out of or in connection with any work done by the Service Provider pursuant to this Agreement.

Insurance

Each party to this agreement is responsible for maintaining its own liability insurance and worker's compensation insurance, and each party will provide proof of same to the other party on request. The Service Provider shall maintain during the term of this Agreement a \$1,000,000.00 malpractice insurance policy and a General Liability Policy of \$1,000,000.00 naming Brazos County, as an additional insured. Such coverage shall be designated as primary over any coverage Brazos County may have in force. Service Provider shall provide a Certificate of Insurance for both policies which shall provide for a fifteen (15) days advance notice to County of the cancellation of such policy.

Independent Contractor

In all activities or Services performed hereunder, the Service Provider is an independent contractor, and not an agent or employee of the County. The Service Provider, as an independent contractor, shall be responsible for all medical services provided and medical decisions made pursuant to the terms of this Agreement. The Service Provider shall supply all materials, equipment and labor required for providing medical services as required herein. The Service Provider shall have ultimate control over the execution of the work under this Agreement. County shall have no control over any decision, recommendation, or action taken by the Service Provider pursuant to this Agreement.

The County assumes no liability for actions of the Service Provider under this Agreement, including, but not limited to, the negligent acts and omissions of Service Provider's agents, employees, and subcontractors in their performance of the Service Provider's duties as described under this Agreement. The Provider agrees to hold harmless Brazos County against any and all liability, loss, damage, cost, or expenses, including attorney's fees, arising from the intentional torts, negligence or breach of Agreement of the Service Provider, with the exception of acts performed in conformance with an explicit, written directive of the County, through its authorized agents.

The Service Provider may not subcontract any portion of this Agreement nor delegate any duties hereunder without prior written approval by Brazos County. In emergencies, the Service Provider will request approval in writing within at least (24) twenty-four hours of the use of a subcontractor to fulfill any obligations of this Agreement.

Licensing

The Service Provider is required to maintain all applicable licensing permits to practice medicine. All permits to or certification necessary to operate the Provider's clinics shall also be maintained. Copies of any applicable licenses are to be filed with Brazos County.

Events of Default:

The following shall be considered events of default:

- a. Failure to maintain license to practice medicine or any restrictions being placed upon such license by the Texas State Board of Medicine making the providing of services hereunder impossible or difficult.
- b. Failure to maintain all permits and licenses necessary to keep Service Provider's clinics in operation.
- c. Cancellation of Service Provider's medical malpractice insurance.

Upon an event of default, the County may terminate this Agreement on three (3) days written notice mailed by certified mail return receipt requested to the address listed below.

Right of Audit and Monitoring

Service Provider agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Service Provider agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. Service Provider agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Service Provider agrees that County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which County provided funds to the Service Provider under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Service Provider.

Governing Law and Venue

This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

Notices

All notices required to be given hereunder shall be deemed to be duly given by delivering such notice or by mailing it, registered mail to the other party at the following addresses:

Easter Seals Greater Houston
C/O CEO
4888 Loop Central Dr., Suite 200
Houston, TX 77081

Brazos County
C/O Commissioners Court
200 S. Texas Ave., Suite 310
Bryan, Texas 77803

Further Assurances

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be necessary to carry out the provisions of this Agreement.

Severability

In the event that any of the provisions or portions thereof, of this Agreement, are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected thereby.

Amendments

This Agreement may be modified or amended at any time during its term by mutual consent of the parties, expressed in writing, and signed by the parties.

Waiver

No failure of Brazos County to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time nor constitute a "course of business" upon which Service Provider may rely, for the purpose of denial of such a right or remedy to Brazos County.

Prior Notification

The Service Provider agrees to notify Brazos County prior to issuing public announcements or press releases concerning work done pursuant to this Agreement or funded in whole or in part by this Agreement, and to cooperate with Brazos County in joint or coordinated releases of information.

Notice of Change

The Service Provider shall give thirty (30) days prior written notice to Brazos County, if there is a change in the Service Provider's legal status, federal employer identification number (FEIN) or address. Brazos County reserves the right to take any and all appropriate action. The Service Provider agrees to hold harmless Brazos County for any acts or omissions by the County resulting from the Service Provider's failure to notify of these changes.

In the event Service Provider becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on its ability to perform under this Agreement, the Service Provider will immediately notify Brazos County in writing.

Tax Exempt Status

As a political subdivision of the State of Texas, Brazos County is tax exempt. Tax exemption certification will be furnished upon request.

Sovereign Immunity

This Agreement is expressly made subject to Brazos County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable Federal and State law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Brazos County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

Assignability

This Agreement is not assignable by the Service Provider without the prior written consent of the County.

Fiscal Funding Clause

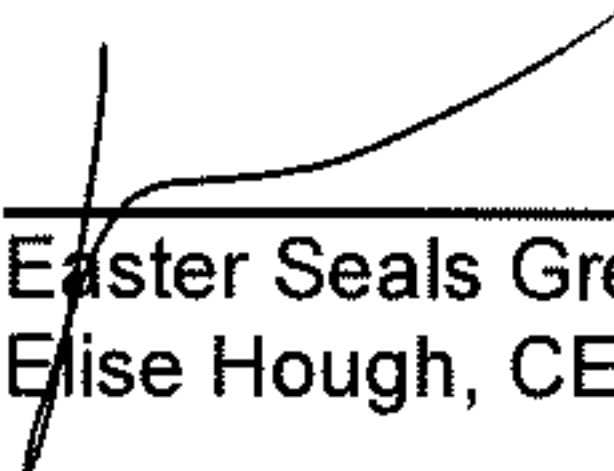
Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. The Service Provider or any other person or entity directly or indirectly employed by the Service Provider or any other person or entity to whom the Service Provider may be liable to, shall have no right of action against the County in the event the County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that the County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, the County may, in its sole discretion, provide funds from a separate source or may, in its sole discretion, terminate this Agreement by written notice to the Service Provider at the earliest possible time under the circumstances.

Entire Agreement

This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto, relating to the subject matter of the Agreements, which are not fully expressed herein.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SERVICE PROVIDER



Easter Seals Greater Houston
Elise Hough, CEO



Date

BRAZOS COUNTY, TEXAS

Kyle Kacal
Acting County Judge

Date

ATTEST:

Karen McQueen, County Clerk

BRAZOS COUNTY
BUSINESS ASSOCIATE AGREEMENT

Acknowledgment of HIPAA Obligations and Other Regulations Implementing the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d) ("HIPAA")). The parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E ("the Privacy Rule") and the security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"). Collectively, the Privacy Rule and the Security Rule are referred to herein as "HIPAA Rules." The HIPAA Rules, as well as any applicable state confidentiality laws, require Covered Entity to ensure that business associates who receive confidential information in the course of providing services on behalf of Covered Entity comply with certain obligations regarding the confidentiality of health information. "Covered Entity" and "Business Associate" are defined in the HIPAA Rules, and for the purposes of this Agreement, shall refer to Brazos County and Service Provider, respectively.

Purposes for which Protected Health Information May Be Used or Disclosed. In connection with the services provided by Business Associate on behalf of Covered Entity pursuant to this Agreement, Covered Entity may use and disclose protected health information ("PHI"), as defined in the HIPAA Rules.

Business Associate Obligations. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, including, but not limited to the Privacy Rule and Security Rule, including without limitation:

Use of Protected Health Information ("PHI"). Business Associate shall not use PHI except as necessary to fulfill the purposes of this Agreement. Business Associate is permitted to use and disclose PHI as necessary for the proper management and administration of Business Associate or to carry out its legal responsibilities and its responsibilities under this Agreement. However, Business Associate shall in such case:

provide training to members of its workforce regarding the confidentiality requirements in the HIPAA Rules and this Agreement;

obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidential and further used and

disclosed only as required by law or for the purpose for which it was disclosed to the person or entity;

agree to notify the Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules; and

ensure that all disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," *i.e.*, only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request may be disclosed.

Disclosure to Third Parties. If Business Associate discloses PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent to agree to the same restrictions and conditions that apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of the Agent in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its Agents will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI, but only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules or the issuing court's orders.

De-identified Information. Use and disclosure of de-identified health information is permitted, but only if (i) the precise use is disclosed to Covered Entity and permitted by Covered Entity in its sole discretion and (ii) the de-identification is in compliance with 45 CFR §164.502(d), and any such de-identified health information meets the standard and implementation specifications for de-identification under 45 CFR §164.514(a) and (b).

Notice of Privacy Practices. Business Associate shall abide by the limitations of any Notice of Privacy Practices ("Notice") published by the Covered Entity of which it has knowledge. Covered Entity shall provide to Business Associate such Notice when it is adopted. Any use or disclosure permitted by this Agreement may be amended by such Notice. However, the

amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to such notice.

Withdrawal of Consent or Authorization. In the absence of applicable court orders governing the Business Associate's responsibilities, if the use or disclosure of PHI in this agreement is based upon an individual's specific consent or authorization for the use of his or her PHI, and the individual revokes such consent or authorization in writing, or the effective date of such authorization has expired, or the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Privacy Rule expressly applies.

Use or Disclosure That Would Violate HIPAA. Business Associate is prohibited from further use or disclosure of PHI in a manner that would violate the requirements of the HIPAA Rules if the PHI were used or disclosed by the Covered Entity.

Safeguards. Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

Records Management. Upon termination of this Agreement, Business Associate agrees to return or destroy all PHI received from Covered Entity that Business Associate maintains in any form and shall comply with federal and state laws as they may be amended from time to time governing the maintenance or retention of PHI. If the return or destruction of PHI is not feasible, Business Associate agrees to extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

Individual Rights Regarding Designated Record Sets. If Business Associate maintains a designated record set (as defined in the HIPAA Rules) on behalf of Covered Entity, Business Associate agrees as follows:

Correction of PHI. Business Associate agrees that it will amend PHI maintained by Business Associate as requested by Covered Entity.

Individual Right to Copy or Inspection. Business Associate agrees that, if it maintains PHI in a designated record set for the Covered Entity, it will permit an individual to inspect or copy PHI about the individual in that set under conditions and limitations required under 45 CFR §164.524. The Covered Entity is required to take action on such

requests as soon as possible but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline, to the extent the requested information is maintained by Business Associate and not the Covered Entity.

The information shall be provided in the form or format requested, if it is readily producible in such form or format; or in summary, if the individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged.

Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a designated record set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 CFR §164.526. If Business Associate maintains a record in a designated record set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an individual's right to have access to and amend PHI about the individual in a designated record set in accordance with the Privacy Rule set forth at 45 CFR §164.526, unless the regulation provides for a denial or exception that applies.

Accounting of Disclosures. Business Associate agrees to make available to the individual and/or the Covered Entity from whom the PHI originated, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFR §164.528, and incorporating exceptions to such accounting designated under the regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including any disclosures prior to the compliance date of the Privacy Rule).

Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline.

Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12-month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request.

Such accounting shall be provided as long as Business Associate maintains the PHI.

Internal Practices, Books, and Records. Business Associate shall make available its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of the Covered Entity to the U.S. Department of Health and Human Services or its agents for the purpose of determining the Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to the Covered Entity.

Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this agreement and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

Mitigation. If Business Associate violates this Agreement or the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.

Rights of Proprietary Information. The Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.

Termination for Breach. Without limiting the termination provisions herein, if Business Associate breaches any provision in this Section entitled "Use and Disclosure of PHI", Covered Entity may, at its option, access and audit the records of Business Associate related to its use and disclosure of PHI, require Business Associate to submit to monitoring and reporting, and such other conditions as Covered Entity may determine is necessary to ensure compliance with this Article; or Covered Entity may terminate this Agreement on a date specified by Covered Entity.

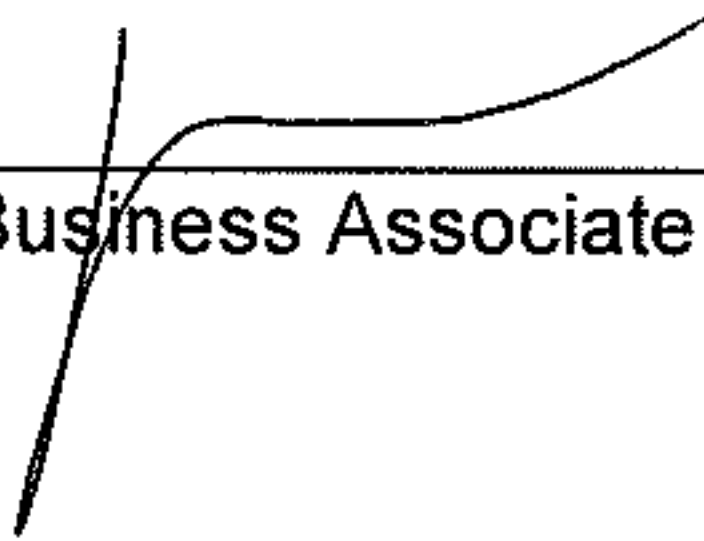
Reference. Any reference in this Section entitled "Use and Disclosure of PHI" means the section of the Privacy Rule or the Security Rule, as applicable, as in effect or as amended.

Amendment. Business Associate and Covered Entity agree to take such action as is necessary to amend this Section entitled "Use and Disclosure of PHI" from time to time in order to allow Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws.

Precedent and Ambiguity. If any term of this Section entitled "Use and Disclosure of PHI" conflicts with another term of this Agreement, the term contained in this Section shall be controlling. Any ambiguity in this Section entitled "Use and Disclosure of PHI" shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

Survival of Key Provisions. The provisions of this Section entitled "Use and Disclosure of PHI" shall survive the termination of this Agreement.

Accepted:



Business Associate

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>. The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: FASTER STEELS & ALUMINUM HOUSTON, INC.

Authorized Company Representative: ELISE HOUGH

Address: 4888 LOOP CENTRAL PR., STE 200
HOUSTON, TX 77081

Signature: 

Date: 18 JAN 25

Contract #: 26-024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Easter Seals of Greater Houston, Inc.
 Houston, TX United States

Certificate Number:
 2025-1364844

Date Filed:
 09/17/2025

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazos County Commissioners

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Unknown
 Early Intervention Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is EUSE HOUGH, and my date of birth is _____.

My address is 4888 LOD COMICAL PK STEED HOUSTON, TX, 77081, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HALLS County, State of TX, on the 17 day of Sept, 20 25.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)