

COUNTY of HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

November 21, 2023

The Honorable Richard F. Cortez, Hidalgo County Judge
The Honorable David Fuentes, Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2
The Honorable Everardo Villarreal, Commissioner, Precinct No. 3
The Honorable Ellie Torres, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Linda Fong, Interim County Auditor of Hidalgo County certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (TDSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$ 47,242.00	Award NO. HHS001409300018 MEDICAL RESERVE CORPS GRANT PROGRAM

CERTIFIED BY:



Linda Fong, CPFO
Interim County Auditor

11/22/2023
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. FERNANDO MANCIAS JUDGE, 93RD D.C. J. R. "BOBBY" FLORES JUDGE, 139TH D.C. ROSE GUERRA REYNA JUDGE, 206TH D.C. MARLA CUELLAR JUDGE, 275TH D.C. MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER LETICIA LOPEZ JUDGE, 389TH D.C. L. KENO VASQUEZ JUDGE, 398TH D.C. ISRAEL RAMON, JR. JUDGE, 430TH D.C. RENEE R. BETANCOURT JUDGE, 449TH D.C. JOSE "JOE" RAMIREZ JUDGE, 464TH D.C. YSMAEL FONSECA JUDGE, 476TH D.C.



Brianda Gomez <brianda.gomez@auditor.co.hidalgo.tx.us>

Request for Certification of Revenue - Medical Reserve Corps Program

1 message

Carlos Oliva <carlos.oliva@hchd.org>

Fri, Nov 17, 2023 at 1:54 PM

To: Brianda Gomez <brianda.gomez@auditor.co.hidalgo.tx.us>

Cc: Miguel Escaname <miguel.escaname@hchd.org>

Good afternoon Brianda,

Would you please help me with a certification of revenue in the amount of \$47,242.00 for our Medical Reserve Corps Program.

Agenda Item #93287 has been created and will go to court on 11/28/2023.

Thank you,

--

Carlos Oliva

Accountant III

Hidalgo County Health Department

1304 S. 25th Avenue


Edinburg, Texas 78542

Phone: (956) 292-7000 Ext. 7241

carlos.oliva@hchd.org

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2 attachments

 **HHS001409300018_Hidalgo_County_Contract_Packe (1).pdf**
1997K

 **Appropriation - AI 93287.pdf**
237K

AI-93287

Health & Human Services Dept. 26. C.

CC REGULAR AGENDA REGULAR MTG

Meeting Date: 11/28/2023

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Carlos Oliva

Department: HEALTH & HUMAN SERVICES DEPT.

CAPTION

1. Requesting approval to accept and for County Judge to e-sign the Medical Reserve Corps grant contract No. HHS001409300018 and all related documents. The contract is in the amount of \$47,242.00 with an end date of May 30, 2025.
2. Requesting approval of the Certification of Revenue by the County Auditor and appropriation of the same.

BACKGROUND

AI-92800 - 10/17/2023 - Approval to ratify application sent to Texas Department of State Health Services.

The purpose of this grant agreement is to assist Medical Reserve Corps Units in building capacity and capability to help their respective communities be prepared for, respond to, and recover from disasters.

Fiscal Impact

CALENDAR YEAR: 2023

ACCT. #: 3-1293-441-00-340-086-4-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

- Appropriation of budget for Medical Reserve Corps Grant
 - No Local Match required.
-

Attachments

Contract

Budget Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/20/2023 10:48 AM
Mike Escaname	Mike Escaname	11/20/2023 01:37 PM
Final Approval		
Form Started By: Carlos Oliva		Started On: 11/15/2023 01:09 PM

DATE: November 28, 2023

DEPARTMENT HEAD: Eduardo Olivarez

2023
Appropriation
AI-93287



DEPARTMENT NAME: Health & Human Services

ACCOUNT NUMBER: 3-1293-441-00-340-086-4-XXX

Contact Person: Carlos Oliva Ph#: (956) 383-6221

SUBJECT: Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
	+ 13,000.00	
	+ 3,500.00	
	+ 4,000.00	
	+ 20,742.00	
	+ 6,000.00	
	+ 47,242.00	
3-1293-441-00-340-086-4-320	MEDICAL RESERVE CORPS-PROFESSIONAL SRV	13,000.00
3-1293-441-00-340-086-4-550	MEDICAL RESERVE CORPS-PRINTING&BINDING	3,500.00
3-1293-441-00-340-086-4-583	MEDICAL RESERVE CORPS-TRAVEL OUT OF COUNTY	4,000.00
3-1293-441-00-340-086-4-610	MEDICAL RESERVE CORPS-GENERAL SUPPLIES	20,742.00
3-1293-441-00-340-086-4-841	MEDICAL RESERVE CORPS-AID TO GOVERNMENTAL AGENCIES	6,000.00
3-1293-331-12-340-086-4-000	MEDICAL RESERVE CORPS-REVENUES - FEDERAL	47,242.00
TOTAL BUDGET INCREASE (DECREASE)		47,242.00

REASON: Appropriation of funds for the Medical Reserve Corps grant program that starts on the signature date of the latter of their parties and ends on 05/30/2025.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

**DEPARTMENT OF STATE HEALTH SERVICES GRANT AGREEMENT,
CONTRACT NO. HHS001409300018
UNDER THE
MEDICAL RESERVE CORPS GRANT PROGRAM**

The parties to this agreement (“Grant Agreement” or “Contract”) are the **DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency”), a pass-through entity, and **HIDALGO COUNTY** (“Grantee”), having its principal office at 1304 S. 25th Ave. Edinburg, Texas 78542-7205 (each a “Party” and collectively the “Parties”).

I. PURPOSE

The purpose of this Grant Agreement is to assist Medical Reserve Corps Units in building capacity and capability to help their respective communities be prepared for, respond to, and recover from disasters. Day-to-day, this takes the form of providing technical assistance, designing tools and resources, providing training opportunities and supporting exercise efforts.

II. LEGAL AUTHORITY

This contract is part of a cooperative agreement which falls under The Administration for Strategic Preparedness and Response (ASPR)/Department of Health and Human Services (HHS), Texas Health and Safety Code Chapter 81, and Texas Government Code Chapter 418. This Cooperative Agreement is issued per sections 311(c) and 2813 of the Public Health Service (PHS) Act (42 U.S.C. Sec. 243c and 300hh– 15).

III. DURATION

This Grant Agreement is effective on the signature date of the latter of the Parties to sign this agreement and terminates on May 30, 2025, unless sooner terminated pursuant to the terms and conditions of the Grant Agreement. This Grant Agreement does not include renewals.

IV. STATEMENT OF WORK

The Statement of Work to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as Attachment A.

V. BUDGET AND INDIRECT COST RATE

The total amount of this Grant Agreement will not exceed **FORTY SEVEN THOUSAND TWO HUNDRED FORTY TWO DOLLARS (\$47,242)**. Grantee is not required to provide matching funds.

The total not-to-exceed amount includes the following:

Total Federal Funds: \$47,242

Total State Funds: \$0

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, BUDGET**.

VI. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Grant Agreement on behalf of their respective Party.

System Agency

Jennifer Silva
Department of State Health Services
1100 W. 49th Street, MC 1990
Austin, Texas 78756
Jennifer.Silva@dshs.texas.gov

Grantee

Eduardo Olivarez
Hidalgo County
1304 S. 25th Ave.
Edinburg, TX 78542
Eduardo.olivarez@hchd.org

VII. NOTICE REQUIREMENTS

- A. All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency's Contract Representative identified above.
- B. Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Department of State Health Services
Attention: General Counsel
1100 W. 49th Street, Mail Code 1919
Austin, Texas 78756

with a copy to:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

- C. Notices given by System Agency to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.
- D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.
- E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

VIII. FEDERAL AWARD INFORMATION

GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: LHACK1UL6NR3

Federal funding under this Grant Agreement is a subaward under the following federal award.

Federal Award Identification Number (FAIN): U3REP230710

- Assistance Listings Title, Number, and Dollar Amount:
 - Medical Reserve Corps Small Grant Program - 93.008 - \$1,500,000
- A. Federal Award Date: 06/01/2023
 - B. Federal Award Period: 06/01/2023 – 05/30/2025
 - C. Name of Federal Awarding Agency: U.S. Department of Health and Human Services, Administration for Strategic Preparedness and Response
 - D. Federal Award Project Description: Perform activities in support of the Medical Reserve Corps (MRC) - State, Territory and Tribal Nations, Representative Organizations for Next Generation (MRC-STTRONG) Awards as outlined within the Statement of Work.
 - E. Awarding Official Contact Information: Stacey Dawkins, stacy.dawkins@hhs.gov
 - F. Total Amount of Federal Funds Awarded to System Agency: \$1,500,000
 - G. Amount of Funds Awarded to Grantee: \$47,242
 - H. Identification of Whether the Award is for Research and Development: No

IX. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes.

Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity or inconsistency between or among any documents, all System Agency documents take precedence over Grantee's documents.

ATTACHMENT A – STATEMENT OF WORK
ATTACHMENT B – BUDGET
ATTACHMENT C – CONTRACT AFFIRMATIONS
ATTACHMENT D – UNIFORM TERMS AND CONDITIONS -- GRANT
ATTACHMENT E – FEDERAL ASSURANCES
ATTACHMENT F – CERTIFICATION REGARDING LOBBYING
ATTACHMENT G – FFATA CERTIFICATION FORM

X. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT,
CONTRACT NO. HHS001409300018**

**DEPARTMENT OF STATE HEALTH
SERVICES**

HIDALGO COUNTY

Signature

Signature

Printed Name: _____

Printed Name: Judge Richard F. Cortez

Title: _____

Title: Hidalgo County Judge

Date of Execution: _____

Date of Execution: _____

ATTACHMENT A STATEMENT OF WORK

Background

The Texas Department of State Health Services (DSHS), Center of Health Emergency Preparedness and Response (CHEPR) functions as the state coordinating body for the local Medical Reserve Corps Units within the State of Texas. It is the responsibility of the State MRC Coordinator position to assist Units in building capacity and capability to help their respective communities be prepared for, respond to, and recover from disasters. Day-to-day, this takes the form of providing technical assistance, designing tools and resources, providing training opportunities and supporting exercise efforts. DSHS CHEPR also functions as the administrator and trainer for the ESAR-VHP volunteer management system, the Texas Disaster Volunteer Registry (TDVR).

Gaps in our volunteer management processes have been noted during the COVID-19 response and many other previous responses. The agency seeks to utilize funding to strengthen our MRC capacity and capability both on the state and local level. On the state level, funding would be used for a number of enhancements to the TDVR system. These enhancements will allow for an easier and more efficient volunteer registration and management process. The proposed enhancements have been discussed with the MRC Units and are supported. For the local MRC Units themselves, sub-contracts would be established to provide funding to support staffing, training, recruitment, and community outreach efforts.

I. GRANTEE RESPONSIBILITIES

Grantee shall perform activities in Hidalgo County in support of the Medical Reserve Corps (MRC) - State, Territory and Tribal Nations, Representative Organizations for Next Generation (MRC-STTRONG) Awards as outlined within this Statement of Work.

Grantee may:

- A. Utilize Contract funding to either supplement current Medical Reserve Corps (MRC) staff salary, hire contract staff, hire part-time staff, or hire temporary staff.
- B. Utilize Contract funding for supplies and equipment to support trainings, exercises, or incident responses related to the MRC Unit.
- C. Develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

ATTACHMENT A STATEMENT OF WORK

- D. Track all activities related to volunteer recruitment and community outreach efforts and report into the MRC national reporting website (<https://mrc.hhs.gov/login>) on a monthly basis. Community outreach efforts shall be defined as meetings or trainings with community or faith-based partners, presentations to organizations or the community, or attendance at community events.
- E. Develop new relationships with community and faith-based partners for volunteer recruitment efforts and community preparedness outreach and education; document all meetings, trainings, and events attended into the MRC national reporting website on a monthly basis.
- F. Share best practices recognized from recruitment and community outreach activities as requested by DSHS TDVR@dshs.texas.gov.
- G. Train new staff hired under this Contract in reporting into the MRC national reporting website and ensure all MRC activities are logged on a monthly basis.
- H. Have MRC staff (and any designees) attend a training for the new version of the Texas Disaster Volunteer Registry (TDVR).
- I. In coordination with DSHS, provide training to MRC Unit volunteers on the new version of TDVR.
- J. Utilize funding from this Contract to support travel to a statewide MRC workshop (date and location TBD from DSHS program staff).

II. REPORTING REQUIREMENTS

Grantee shall:

- A. Complete and submit programmatic reports as needed to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c), as amended. Grantee shall provide System Agency other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.

ATTACHMENT A STATEMENT OF WORK

- B. Grantee shall submit a Financial Status Report (FSR) in accordance with the due dates and submission methods. The first FSR (Upon execution, through December 31, 2023) is due by January 31, 2024. The second FSR (for the period January 1, 2024, through June 30, 2024) is due by July 31, 2024. The third FSR (for the period July 1, 2024, through December 31, 2024) is due January 31, 2025. The fourth FSR (for the period January 1, 2025, through May 30, 2025) is due by July 15, 2025.
- C. All reporting documents must be submitted according to the due dates and submission method(s) outlined in Attachment C, FY2024 Requirement Schedule. If System Agency determines Grantee needs to submit reports by mail or fax, Grantee shall send the required information to one of the following:
1. For submission by mail, use address below:
Department of State Health Services
Claims Processing Unit
P.O. Box 149347
Austin, TX 78714-9347
 2. For submission by fax, use number below:
(512) 458-7442
- D. Immediately notify System Agency in writing if Grantee is legally prohibited from providing any report required under this Contract.

III. RULES

- A. Comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:
- a. Public Law 109-417, Pandemic and All-Hazards Preparedness and Advancing Innovation Act (“PAHPAI”);
 - b. Texas Health and Safety Code Chapter 81; and
 - c. Section 319C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended.

IV. PERFORMANCE MEASURES

- A. Contractors will need to provide data and information (template to be provided) for quarterly progress reports to DSHS on the following dates:

ATTACHMENT A STATEMENT OF WORK

Reports	Deadline	Responsible Parties
Quarterly Progress Reports	September 23, 2023 December 22, 2023 March 25, 2024 June 24, 2024 September 23, 2024 December 23, 2024 March 24, 2025 June 23, 2025	Contractor

- B. System Agency may waive quarterly progress reports when all funds have been spent and all activities reported.
- C. System Agency will monitor the Grantee's performance of the requirements in this Statement of Work and compliance with the Contract's terms and conditions.

V. INVOICE AND PAYMENT

- A. Grantee shall request payments using the State of Texas Purchase Voucher (Form B-13). Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail. Grantee will be reimbursed on a monthly basis in accordance with the budget under this contract. Reimbursement is subject to the submission of the required Form B-13 and appropriate supporting documentation, and in accordance with applicable law and governing regulations.

At a minimum, invoice should include:

1. Grantee name, address, email address, vendor identification number and telephone number;
 2. DSHS Contract or Purchase Order number;
 3. Identification of service(s) provided;
 4. The total invoice amount; and
 5. Any additional supporting documentation which is required by this Statement of Work or as requested by System Agency.
- B. Grantee shall submit Form B-13 and supporting documentation to DSHS by e-mail, fax, or mail.
1. If by email, Grantee shall submit to: invoices@dshs.texas.gov, CMSInvoices@dshs.texas.gov, and a copy to the DSHS Contract Representative.

ATTACHMENT A STATEMENT OF WORK

2. If by fax, Grantee shall submit to (512) 458-7442.
 3. If by mail, Grantee shall submit to:
Department of State Health Services
Claims Processing Unit
P.O. Box 149347
Austin, TX 78714-9347
- C. System Agency will pay Grantee monthly on a cost reimbursement basis. System Agency will reimburse Grantee only for allowable and reported expenses incurred within the grant term.
- D. Grantee shall submit a Financial Status Report (FSR) twice per year in accordance with Table 2: FSR Reporting Schedule. Grantee shall submit the FSR by: (1) email to invoices@dshs.texas.gov, FSRGrants@dshs.texas.gov, with a copy to the DSHS Contract Representative; (2) fax to (512) 458-7442; or by mail to Department of State Health Services, Claims Processing Unit, P.O. Box 149347, Austin, TX 78714-9347.

Table 2: FSR Reporting Schedule

FY Year	1ST FSR Period	1ST FSR Due Date	2nd FSR Period	2nd FSR Due Date
2024	Contract execution- December 31, 2023	January 31, 2024	January 1, 2024, through June 30, 2024	July 31, 2024
2025	July 1, 2024, through December 31, 2024	January 31, 2025	January 1, 2025 – May 30, 2025	July 15, 2025

ATTACHMENT B
BUDGET FY24

BUDGET CATEGORIES	DSHS FUNDING
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$4,000.00
Equipment	\$0.00
Supplies	\$24,242.00
Contractual	\$9,000.00
Other	\$10,000.00
Sum of DSHS Direct Costs	\$47,242.00
Indirect Costs	\$0.00
Sum of DSHS Direct Costs and Indirect Costs	\$47,242.00
Plus Required Match (Cash or In-Kind)	\$0.00
Total Contract Amount	\$47,242.00

HEALTH AND HUMAN SERVICES
Contract Number HHS001409300018
Attachment C **CONTRACT AFFIRMATIONS**

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as “Contractor”) regardless of their business form (e.g., individual, partnership, corporation).

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 HHS 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 HHS 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.

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 System Agency. 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. 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

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 HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS 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.

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. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

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 Terrorist 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.

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. 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.

24. Television Equipment Recycling Program

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.

25. 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.

26. 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.

27. 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 System Agency. 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 System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. 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.

30. 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.

31. 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.

32. 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.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

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:

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

35. Former Agency Employees – Certain Contracts

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, in accordance with Section 2252.901 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.

36. Disclosure of Prior State Employment – Consulting Services

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, System Agency 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:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. 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 System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX 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:

1. performs an abortion procedure that is not reimbursable under the state’s Medicaid program;
2. 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
3. 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.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) 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 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. 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 II.

51. 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.

52. 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 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.

53. 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.

54. Equal Employment Opportunity

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

55. 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).

56. 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.

Signature Page Follows

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

Hidalgo County

Legal Name of Contractor

Hidalgo County

Assumed Business Name of Contractor, if applicable (d/b/a or ‘doing business as’)

Hidalgo County

**Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed
Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has
been filed.**

Signature of Authorized Representative

Judge Richard F. Cortez

Date Signed

Hidalgo County Judge

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

Title of Authorized Representative

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Phone Number

Fax Number

Email Address

DUNS Number

Federal Employer Identification Number

Texas Identification Number (TIN)

Texas Franchise Tax Number

**Texas Secretary of State Filing
Number**

SAM.gov Unique Entity Identifier (UEI)