



TEXAS
Health and Human
Services

Texas Department of State Health Services

Jennifer A. Shuford, M.D., M.P.H.
Commissioner

The Honorable Richard F. Cortez, County Judge
Hidalgo County
1304 S. 25th Avenue
Edinburg, Texas 78539

Subject: Tuberculosis Prevention and Control Contract
Contract Number: HHS001437400022, Amendment No. 2
Contract Amount: \$4,836,866.00
Contract Term: September 1, 2024 – August 31, 2027

Dear Judge Cortez:

Enclosed is Amendment No. 2 to the Tuberculosis (TB) Prevention and Control contract between the Department of State Health Services and Hidalgo County.

The purpose of this contract is to use state funds, federal funds, and the Grantee's match funds to support TB prevention and control services in the Grantee's jurisdiction.

This amendment increases the contract amount by \$1,612,284.00, extends the end of the contract term to August 31, 2027, and revises certain attachments.

Please let me know if you have any questions or need additional information.

Sincerely,

Gabby Lara, CTCM
Contract Manager
(512) 776-6647
gabby.lara@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001437400022
AMENDMENT NO. 2**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency” or “DSHS”) and **HIDALGO COUNTY** (“Grantee”), who are collectively referred to herein as the “Parties,” to that certain Contract to provide federal and state funding for Tuberculosis Prevention and Control services, effective September 1, 2024, and denominated DSHS Contract No. HHS001437400022 (“Contract”), as amended, now desire to further amend the Contract.

WHEREAS, DSHS desires to exercise its option to extend the Contract for an additional one-year term for State Fiscal Year 2027, representing the second of four (4) one-year extension options (“Second Extension Period”);

WHEREAS, DSHS desires to add funds to the Contract for the Second Extension Period and revise the Budget accordingly;

WHEREAS, DSHS desires to update the Statement of Work to update the reporting requirements and Contract Affirmations to comply with applicable law and DSHS policy; and

WHEREAS, Grantee agrees to complete the annual Fiscal Federal Funding Accountability and Transparency Act (“FFATA”) Certification form.

NOW, THEREFORE, the Parties amend and modify the Contract as follows:

1. **ARTICLE III, CONTRACT PERIOD AND RENEWAL**, of the Contract is amended to reflect an expiration date of August 31, 2027.
2. **ARTICLE V, CONTRACT AMOUNT AND PAYMENT FOR SERVICES**, of the Contract is amended to add funding in the amount of \$1,612,284.00 for the Second Extension Period.
3. **ARTICLE V, CONTRACT AMOUNT AND PAYMENT FOR SERVICES**, of the Contract is deleted and replaced as follows:

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract will not exceed \$4,836,866.00. The total for FY27 amount includes the following:

- a. Federal funds in the amount of \$532,054.00, comprised of System Agency’s Federal share of \$443,378.00 and Grantee’s required Federal match amount of \$88,676.00; and

- b. State funds in the amount of \$1,080,230.00, comprised of System Agency's State share of \$900,192.00 and Grantee's required State match amount of \$180,038.00.

All expenditures under the Contract shall be in accordance with **ATTACHMENT B-2, REVISED BUDGET (FY25-27)**.

- 4. **ARTICLE VI, ADDITIONAL GRANT INFORMATION**, of the Contract is supplemented with the updated grant information as follows:

Federal Award Identification Number (FAIN): NU52PS910284

- A.** Assistance Listings Title, Number, and Dollar Amount: Tuberculosis Elimination and Laboratory Cooperative Agreement – Prevention & Control, 93.116, \$7,646,132.00
 - B.** Federal Award Date: 08/18/2025
 - C.** Federal Award Period: 01/01/2025 – 12/31/2029
 - D.** Name of Federal Awarding Agency: Centers for Disease Control and Prevention
 - E.** Federal Award Project Description: Tuberculosis Elimination and Laboratory Cooperative Agreement – Prevention and Control
 - F.** Awarding Official Contact Information: Mrs. Shanica Railey
 - G.** Total Amount of Federal Funds Awarded to System Agency: \$7,646,132.00
 - H.** Amount of Funds Awarded to Grantee: \$1,297,634.00
 - I.** Identification of Whether the Award is for Research and Development: No
- 5. **ATTACHMENT A-1, FY26 STATEMENT OF WORK**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT A-2, REVISED STATEMENT OF WORK (FY25-FY27)**, which is attached to this Amendment and incorporated and made part of the Contract for all purposes.
 - 6. **ATTACHMENT B-1, FY26 BUDGET**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT B-2, REVISED BUDGET (FY25-FY27)**, which is attached to this Amendment and incorporated and made part of the Contract for all purposes.
 - 7. **ATTACHMENT D-1, CONTRACT AFFIRMATIONS v. 2.5 (NOVEMBER 2024)**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT D-2, CONTRACT AFFIRMATIONS v. 2.9 (MARCH 2026)**, which is attached to this Amendment and incorporated and made part of the Contract for all purposes.
 - 8. **ATTACHMENT G-2, FFATA CERTIFICATION FORM**, is attached to this Amendment and incorporated into and made part of the Contract for all purposes. Grantee is required to complete the Certification Form to meet the Federal requirements.
 - 9. This Amendment No. 2 shall be effective as of the date last signed below. Operations and funding for Fiscal Year 2027 begin on September 1, 2026. Except as amended and modified by this Amendment, all terms and conditions of the Contract, as previously amended, shall remain in full force and effect.
 - 10. Any further revisions to the Contract shall be by written agreement of the Parties.
 - 11. Each Party represents and warrants that the individual executing this Amendment No. 2 on its respective behalf has full power and authority to enter into this Amendment No. 2.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 2
DSHS CONTRACT NO. HHS001437400022**

DEPARTMENT OF STATE HEALTH SERVICES HIDALGO COUNTY

By: _____

By: _____

Name: _____

Judge Richard F. Cortez
Name: _____

Title: _____

Hidalgo County Judge
Title: _____

Date of Signature: _____

Date of Signature : _____

**ATTACHMENT A-2
REVISED STATEMENT OF WORK (FY25-FY27)**

FY25 STATEMENT OF WORK

I. Grantee Responsibilities

Grantee will:

- A.** Establish parameters in which local health departments (LHDs) receiving state funds will deliver services to maintain an effective infrastructure that promotes consistent public health practices for the health and well-being of Texans.
- B.** Comply with all applicable federal and state statutes and regulations, policies, and guidelines, as revised.
- C.** Comply with the most current version of the DSHS Tuberculosis Work Plan that is currently available online and can be accessed at:
<https://www.dshs.texas.gov/disease/tb/programs.shtm#workplan>.
- D.** Provide matching funds of no less than **20%** of the total budget reflected in the Contract.
- E.** Provide match at the required percentage or DSHS may withhold payments, use administrative offsets, or request a refund from Grantee until such time as the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.
- F.** Ensure no DSHS funds or matching funds are used for:
 - 1. Entertainment, or
 - 2. Sectarian worship, instruction, or proselytization.
- G.** Not lapse more than **1%** of the total funded amount on both state and federal funds of the Contract. During the term of this Contract, DSHS reserves the right to decrease funding amounts as a result of the Grantee's budgetary shortfalls and/or due to the Grantee lapsing more than **1%** of total funds.
- H.** Maintain and adjust the spending plan throughout the Contract term to avoid lapsing funds.
- I.** Maintain staffing levels to meet required activities of the Contract and to ensure all funds in the personnel category are expended.
- J.** Agree to read the Texas Grant Management Standards (TxGMS), which is currently available online and can be accessed at: <https://comptroller.texas.gov/purchasing/grant-management/>, and work with DSHS staff regarding the management of funds received under this Contract.

K. Enter all collected TB information into the DSHS-designated state TB information system, including all data fields on the Report of Verified Case of Tuberculosis (TB340), any laboratory results received locally, and any additional clinical information, according to documented timelines and specifications. Data entered into DSHS data systems will be considered submitted to DSHS.

II. Federal Requirements

Grantee will use federal funds under this Contract to support any of the following core TB control front-line activities:

1. Directly observed therapy (DOT);
2. Outpatient services (tuberculin skin testing, chest radiography, medical evaluation, treatment);
3. Class B immigrant evaluation and treatment;
4. Contact Investigation, evaluation and treatment;
5. Cohort Review;
6. Surveillance;
7. Reporting;
8. Data analyses;
9. Cluster investigations;
10. Provider education and training; and
11. Patient incentives.

Grantee will ensure **no** federal funds or matching funds are used for:

1. Medication purchases
2. Inpatient clinical care (hospitalization services or clinical services)
3. Entertainment
4. Furniture
5. Equipment
6. Sectarian worship, instruction, or proselytization

III. Performance Measures

DSHS will monitor the Grantee's performance of the requirements set forth within the Statement of Work (**Attachment A**) and compliance with the Contract's terms and conditions.

If Grantee fails to meet any of the performance measures, Grantee will respond to any finding in a written narrative explaining the barriers and the plan to address those barriers. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the Contract regarding breach.

IV. Invoice and Payment

- A.** Grantee will request payments using the State of Texas Purchase Voucher (FormB-13) located at <http://www.dshs.texas.gov/grants/forms/b13form.doc>. The voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
 Claims Processing Unit, MC 1940
 1100 West 49th Street
 P.O. Box 149347
 Austin, TX 78714-9347
 FAX: (512) 458-7442
 EMAIL: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

- B.** Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in **Attachment B** of this Contract.
- C.** Support documents must align with the approved budget in all cost categories.
- D.** Grantee must submit final Financial Status Report (FSR) and final reimbursement or payment request no later than thirty (30) calendar days following the end of the Contract term.

V. Programmatic Reporting Requirements

Report Name	Frequency	Period Begin	Period End	Due Date
Annual Progress Report	Annually	Sept. 1, 2024	August 31, 2025	April 1, 2025
Financial Status Report (FSR)	Biannually	Sept. 1, 2024	Feb. 28, 2025	March 31, 2025
FSR	Biannually	March 1, 2025	August 31, 2025	September 30, 2025
Final Quarter-Match Reimbursement / Certification Form (“Form B-13A”)	Annually	June 1, 2025	August 31, 2025	September 30, 2025

Cohort Review Periods and Submission Schedule	
Cohort period cases counted in:	Are reviewed and reported by:
First quarter (Jan 1 – Mar 31) current year	Mar 31 of the following year
Second quarter (Apr 1 – Jun 30) current year	Jun 30 of the following year
Third quarter (Jul 1 – Sep 30) current year	Sep 30 of the following year
Fourth quarter (Oct 1 – Dec 31) current year	Dec 31 of the following year

Submission Instructions:

Annual Report: Submit program reports to the TB Reporting Mailbox: TBContractReporting@dshs.texas.gov

Financial Reports (FSRs, B-13s, and B-13A)

Department of State Health Services

Claims Processing Unit, MC 1940

1100 West 49th Street

P.O. Box 149347

Austin, Texas 78714-9347

Fax: (512) 458-7442

Email: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

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FY26 STATEMENT OF WORK

I. Grantee Responsibilities

Grantee will:

- A. Establish parameters in which local health departments (LHDs) receiving state funds will deliver services to maintain an effective infrastructure that promotes consistent public health practices for the health and well-being of Texans.
- B. Comply with all applicable federal and state statutes and regulations, policies, and guidelines, as revised.
- C. Comply with the most current version of the DSHS Tuberculosis Work Plan that is available online and can be accessed at:
<https://www.dshs.texas.gov/disease/tb/programs.shtm#workplan>.
- D. Provide matching funds of no less than **20%** of the total budget reflected in the Contract.
- E. Provide match at the required percentage or DSHS may withhold payments, use administrative offsets, or request a refund from Grantee until such time as the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.
- F. Ensure no DSHS funds or matching funds are used for:
 - 1. Entertainment, or
 - 2. Sectarian worship, instruction, or proselytization.
- G. Not lapse more than **1%** of the total funded amount on both state and federal funds of the Contract. During the term of this Contract, DSHS reserves the right to decrease funding amounts as a result of the Grantee's budgetary shortfalls and/or due to the Grantee lapsing more than **1%** of total funds.
- H. Maintain and adjust the spending plan throughout the Contract term to avoid lapsing funds.
- I. Maintain staffing levels to meet required activities of the Contract and to ensure all funds in the personnel category are expended.
- J. Agree to read the Texas Grant Management Standards (TxGMS), which is currently available online and can be accessed at: <https://comptroller.texas.gov/purchasing/grant-management/>, and work with DSHS staff regarding the management of funds received under this Contract.
- K. Enter all collected TB information into the DSHS-designated state TB information system, including all data fields on the Report of Verified Case of Tuberculosis (TB340), any laboratory results received locally, and any additional clinical information, according to

documented timelines and specifications. Data entered into DSHS data systems will be considered submitted to DSHS.

II. Federal Requirements

Grantee will use federal funds under this Contract to support any of the following core TB control front-line activities:

1. Directly Observed Therapy (DOT);
2. Outpatient services (tuberculin skin testing, chest radiography, medical evaluation, treatment);
3. Class B immigrant evaluation and treatment;
4. Contact Investigation, evaluation and treatment;
5. Cohort Review;
6. Active Surveillance;
7. Timely reporting in NEDSS;
8. Data analyses;
9. Cluster investigations;
10. Provider education and training; and
11. Patient incentives.

Grantee will ensure **no** federal funds or matching funds are used for:

1. Medication purchases
2. Inpatient clinical care (hospitalization services or clinical services)
3. Entertainment
4. Furniture
5. Equipment
6. Sectarian worship, instruction, or proselytization

III. Performance Measures

DSHS will monitor the Grantee's performance of the requirements set forth within the Statement of Work (**Attachment A-1**) and compliance with the Contract's terms and conditions.

If Grantee fails to meet any of the performance measures, Grantee will respond to any finding in a written narrative explaining the barriers and the plan to address those barriers. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the Contract regarding breach.

IV. Invoice and Payment

- A. Grantee will request payments using the State of Texas Purchase Voucher (FormB-13) located at <http://www.dshs.texas.gov/grants/forms/b13form.doc>. The voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street

P.O. Box 149347
 Austin, TX 78714-9347
 FAX: (512) 458-7442
 EMAIL: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

- B.** Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in **Attachment B-1** of this Contract.
- C.** Grantee will maintain all documentation that substantiates invoices and make that documentation available to System Agency upon request. In the event a cost reimbursed under the Contract is later determined to be unallowable, the Grantee will reimburse System Agency for that cost. Support documents must align with the approved budget in all cost categories.
- D.** Invoices must be submitted monthly to prevent delays in subsequent months. If Grantee does not incur expenses for a month, Grantee is still required to submit a timely “zero dollar” invoice. Grantee must submit a final close-out invoice no later than thirty (30) days following the end of the State Fiscal Year. Invoices received more than thirty (30) days following the end of the State Fiscal Year are subject to denial of payment.
- E.** Grantee must submit final Financial Status Report (FSR) and final reimbursement or payment request no later than thirty (30) calendar days following the end of the Contract term.

V. Reporting Requirements

Report Name	Frequency	Period Begin	Period End	Due Date
Annual Progress Report	Annually	Sept. 1, 2025	Aug. 31, 2026	April 1, 2026
Financial Status Report (FSR)	Biannually	Sept. 1, 2025	Feb. 28, 2026	March 31, 2026
Final FSR	Biannually	March 1, 2026	Aug. 31, 2026	Sept. 30, 2026
Final Quarter-Match Reimbursement / Certification Form (“Form B-13A”)	Annually	June 1, 2026	Aug. 31, 2026	Sept. 30, 2026
Contractor’s Property Inventory Report (GC-11)	Annually	Sept. 1, 2025	Aug. 31, 2026	Oct. 15, 2026
These forms can be found at Contractor Forms Texas DSHS https://www.dshs.texas.gov/contractor-forms				

Submission Instructions:

Annual Report: Submit program reports to the TB Reporting Mailbox:
TBContractReporting@dshs.texas.gov

Financial Reports (FSRs, B-13s, and B-13A)

Department of State Health Services

Claims Processing Unit, MC 1940

1100 West 49th Street

P.O. Box 149347

Austin, Texas 78714-9347

Fax: (512) 458-7442

Email: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

Contractor Property Inventory Report (GC-11)

Submit to DSHS Fiscal Support and Oversight Email: FSOequip@dshs.texas.gov

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FISCAL YEAR 2027

I. Grantee Responsibilities

- A.** Grantee shall establish parameters in which local health departments (LHDs) receiving state funds will deliver services to maintain an effective infrastructure that promotes consistent public health practices for the health and well-being of Texans.
- B.** Grantee shall comply with all applicable federal and state statutes and regulations, policies, and guidelines.
- C.** Grantee shall comply with the most current version of the DSHS Tuberculosis Manual that is available online and can be accessed at: [TB Funded Programs | Texas DSHS](#).
- D.** Grantee shall provide matching funds of no less than twenty percent (20%) of the total budget reflected in the Contract.
- E.** Grantee shall provide match at the required percentage or DSHS may withhold payments, use administrative offsets, or request a refund from Grantee until such time as the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.
- F.** Grantee shall ensure no DSHS funds or matching funds are used for:
 - 1. Entertainment, or
 - 2. Sectarian worship, instruction, or proselytization.
- G.** Grantee shall not lapse more than one percent (1%) of the total funded amount on both state and federal funds of the Contract. During the term of this Contract, DSHS reserves the right to decrease funding amounts because of Grantee's budgetary shortfalls and/or due to Grantee lapsing more than one percent (1%) of total funds.
- H.** Grantee shall maintain and adjust the spending plan throughout the Contract term to avoid lapsing funds.
- I.** Grantee shall maintain a Class D pharmacy license as issued by the Texas Board of Pharmacy.
- J.** Grantee shall provide advance notification of all proposed budget transfers across budget categories by submitting the following to the DSHS Contract Representative: (1) a Budget Change Request form, as provided by DSHS; and (2) a revised categorical budget highlighting the areas affected by the budget transfer. After reviewing the proposed budget transfer(s), the DSHS Contract Representative will provide written notification of DSHS' determination. If approved by DSHS and:
 - 1. The budget transfer request involves revisions to the "Equipment" or "Indirect Cost" categories, the revised funding allocation is not authorized unless and until an amendment incorporating the budget revisions is effectuated.

2. The budget transfer request does not involve revisions to the “Equipment” or “Indirect Cost” categories and: (a) is less than or equal to twenty-five percent (25%) of the total value of the budget period, DSHS Contract Representative will notify Grantee of acceptance to Grantee by email; or (b) if the transfer is more than twenty-five percent (25%) of the total value of the budget period, the revised funding allocation is not authorized unless and until an amendment incorporating the budget revisions is effectuated.

K. Grantee shall maintain staffing levels to meet required activities of the Contract and to ensure all funds in the personnel category are expended.

L. Grantee shall enter all collected TB information into the DSHS-designated state TB information system, including all data fields on the Report of Verified Case of Tuberculosis (TB340), any laboratory results received locally, and any additional clinical information, according to documented timelines and specifications in the TB manual. Data entered into DSHS data systems will be considered submitted to DSHS.

II. Federal Requirements

A. Grantee will use federal funds under this Contract to support any of the following core TB control front-line activities:

1. Directly Observed Therapy (DOT);
2. Outpatient services (tuberculin skin testing, chest radiography, medical evaluation, treatment);
3. Class B immigrant evaluation and treatment;
4. Contact investigation, evaluation and treatment;
5. Cohort review;
6. Active surveillance;
7. Timely reporting in the National Electronic Disease Surveillance System (NEDSS);
8. Data analyses;
9. Cluster investigations;
10. Provider education and training; and
11. Patient incentives.

Grantee will ensure **no** federal funds or matching funds are used for:

1. Medication purchases
2. Inpatient clinical care (hospitalization services or clinical services)
3. Entertainment
4. Furniture
5. Equipment
6. Sectarian worship, instruction, or proselytization

III. DSHS Monitoring

DSHS will monitor the Grantee’s performance of the requirements in this **ATTACHMENT A-2, REVISED STATEMENT OF WORK** and compliance with the Contract’s terms and conditions.

IV. Invoice and Payment

- A.** Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) located at <http://www.dshs.texas.gov/grants/forms/b13form.doc>. The voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

- B.** Grantee will be paid on a cost reimbursement basis and in accordance with **ATTACHMENT B-2, REVISED BUDGET** in of this Contract.
- C.** Grantee shall maintain all documentation that substantiates invoices and make that documentation available to System Agency upon request. In the event a cost reimbursed under the Contract is later determined to be unallowable, the Grantee must reimburse System Agency for that cost. Support documents must align with the approved budget in all cost categories.
- D.** Invoices must be submitted monthly to prevent delays in subsequent months. If Grantee does not incur expenses for a month, Grantee is still required to submit a timely “zero dollar” invoice. Grantee must submit a final close-out invoice no later than thirty (30) calendar days following the end of the State Fiscal Year. Invoices received more than thirty (30) calendar days following the end of the State Fiscal Year are subject to denial of payment.
- E.** Grantee must submit a final Financial Status Report (FSR) and final reimbursement or payment request no later than thirty (30) calendar days following the end of the Contract term.

V. Reporting Requirements

- A.** Grantee must submit the following programmatic reports to comply with the DSHS Tuberculosis Manual that can be accessed at [TB Funded Programs | Texas DSHS](#) and listed below:

Epidemiology Reporting	
Report Name	Reporting Requirement
Weekly Report of New Concerning TB Events	Report TB deaths, TB cases in children under 5 years of age, and drug-resistant tuberculosis (DR-TB) to the TB Unit, TBEpi@dshs.texas.gov the following Friday using the DSHS Weekly Report of New Concerning Tuberculosis Events form. A report must be submitted even if there are no concerning events to report.
TB Incident Reports	Report concerning contact investigations and/or large-scale screenings to the TB Unit TBEpi@dshs.texas.gov within 48 hours of meeting the criteria for an incident report. Attach 12-12104 or 12-12063 to the patient record in NEDSS.
Travel Restriction (DNB/LO) Requests	For patients that are candidates for a Do Not Board and Public Health Lookout (DNB/LO), submit the 12-12065 (Do Not Board/Public Health Lookout Consultation Request) to the TB Unit at TBEpi@dshs.texas.gov .
Reporting False-Positive Investigations	Report false-positive investigations to the TB Unit at TBEpi@dshs.texas.gov .

Surveillance Reporting	
Reporting in NEDSS (Suspected/Confirmed TB Case Information)	
<ul style="list-style-type: none"> • All persons evaluated for TB disease and started treatment • All persons evaluated for TB infection and started treatment • Persons named as a contact particularly high and medium risk contacts 	Create a Tuberculosis (2020 Report of Verified Case of Tuberculosis (RVCT)) investigation in NEDSS within three (3) business days of notification unless the investigation was already created by an electronic laboratory report (ELR).
Disposition Suspects	Obtain and enter the initial TB intake information into NEDSS within seven (7) days of notification for all suspected TB cases started on an anti-TB medication regimen. Within the 90-day period, all diagnostic tests for TB should be completed and a disposition entered in NEDSS.
Updates	Enter all updates to the investigation in NEDSS as soon as the information is available, not to exceed ten (10) working days after information is obtained.
Completion of Treatment	Treatment and case outcome information should be entered in NEDSS for all cases as soon as treatment is complete or treatment information is available, not to exceed seven (7) days from therapy stop date.

Data Quality Reports	Review data quality reports and make appropriate updates to the NEDSS investigation by the deadlines provided at the time the reports are distributed.
Reporting in NEDSS (Contact Investigation Information)	
Contact Investigation Information	Enter initial contact investigation information within fifteen (15) working days of the suspected or confirmed TB case being identified.
Contact Evaluation Information	Enter contact evaluation information within ten (10) working days of initiating the evaluation. Enter relevant information including but not limited to TB and Latent TB Infection (LTBI) history, initial symptom screening results, TB screening tests (i.e., tuberculin skin test or interferon gamma results assay) results, and chest imaging.
Updates	Enter all updates to the investigation in NEDSS as soon as the information is available, not to exceed ten (10) working days after information is obtained.
Disposition Contacts	After contact evaluation is complete, assign an American Thoracic Society (ATS) classification in NEDSS. The ATS classification should be updated within five (5) working days from when a clinical diagnosis is made. If unable to complete a full evaluation, document outcomes in the NEDSS investigation.
Data Quality Reports	Review data quality reports and make appropriate updates to the NEDSS investigation by the deadlines provided at the time the reports are distributed.

B. Grantee shall comply with the following contractual reporting requirements:

Contractual Reporting				
Report Name	Frequency	Period Begin	Period End	Due Date
Annual Progress Report	Annually	Sept. 1, 2026	Aug. 31, 2027	April 1, 2027
Financial Status Report (FSR)	Biannually	Sept. 1, 2026	Feb. 28, 2027	March 31, 2027
Final FSR	Biannually	March 1, 2027	Aug. 31, 2027	Sept. 30, 2027
Final Quarter-Match Reimbursement /	Annually	June 1, 2027	Aug. 31, 2027	Sept. 30, 2027

Certification Form (“Form B-13A”)				
Contractor’s Property Inventory Report (GC-11)	Annually	Sept. 1, 2026	Aug. 31, 2027	Oct. 15, 2027
These forms can be found at Contractor Forms Texas DSHS https://www.dshs.texas.gov/contractor-forms				

Submission Instructions:

Annual Report: Submit program reports to the TB Reporting Mailbox:
TBContractReporting@dshs.texas.gov

Financial Reports (FSRs, B-13s, and B-13A)

Department of State Health Services
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 Fax: (512) 458-7442
 Email: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

Contractor Property Inventory Report (GC-11)

Submit to DSHS Fiscal Support and Oversight Email: FSOequip@dshs.texas.gov

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**ATTACHMENT B-2
REVISED BUDGET (FY25-FY27)**

Budget FY27			
Budget Category	DSHS Funds	Cash Match	Category Total
Personnel	\$932,563.00	\$186,490.00	\$1,119,053.00
Fringe Benefits	\$403,646.00	\$80,722.00	\$484,368.00
Travel	\$486.00	\$0.00	\$486.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$500.00	\$1,502.00	\$2,002.00
Contractual	\$1,875.00	\$0.00	\$1,875.00
Other	\$4,500.00	\$0.00	\$4,500.00
Total Direct Costs	\$1,343,570.00	\$268,714.00	\$1,612,284.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals:	\$1,343,570.00	\$268,714.00	\$1,612,284.00

Budget FY26			
Budget Category	DSHS Funds	Cash Match	Category Total
Personnel	\$924,575.00	\$186,550.00	\$1,111,125.00
Fringe Benefits	\$404,872.00	\$81,690.00	\$486,562.00
Travel	\$3,328.00	\$0.00	\$3,328.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$3,896.00	\$480.00	\$4,376.00
Contractual	\$0.00	\$0.00	\$0.00
Other	\$6,900.00	\$0.00	\$6,900.00
Total Direct Costs	\$1,343,571.00	\$268,720.00	\$1,612,291.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals:	\$1,343,571.00	\$268,720.00	\$1,612,291.00

Budget FY25			
Budget Category	DSHS Funds	Cash Match	Category Total
Personnel	\$900,736.00	\$191,921.00	\$1,092,657.00
Fringe Benefits	\$417,954.00	\$75,451.00	\$493,405.00
Travel	\$4,978.00	\$0.00	\$4,978.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$4,111.00	\$1,348.00	\$5,459.00
Contractual	\$302.00	\$0.00	\$302.00
Other	\$15,490.00	\$0.00	\$15,490.00
Total Direct Costs	\$1,343,571.00	\$268,720.00	\$1,612,291.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals:	\$1,343,571.00	\$268,720.00	\$1,612,291.00

**ATTACHMENT B-2
REVISED BUDGET (FY25-FY27)**

Budget FY27			
Budget Category	DSHS Funds	Cash Match	Category Total
Personnel	\$932,563.00	\$186,490.00	\$1,119,053.00
Fringe Benefits	\$403,646.00	\$80,722.00	\$484,368.00
Travel	\$486.00	\$0.00	\$486.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$500.00	\$1,502.00	\$2,002.00
Contractual	\$1,875.00	\$0.00	\$1,875.00
Other	\$4,500.00	\$0.00	\$4,500.00
Total Direct Costs	\$1,343,570.00	\$268,714.00	\$1,612,284.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals:	\$1,343,570.00	\$268,714.00	\$1,612,284.00

Budget FY26			
Budget Category	DSHS Funds	Cash Match	Category Total
Personnel	\$924,575.00	\$186,550.00	\$1,111,125.00
Fringe Benefits	\$404,872.00	\$81,690.00	\$486,562.00
Travel	\$3,328.00	\$0.00	\$3,328.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$3,896.00	\$480.00	\$4,376.00
Contractual	\$0.00	\$0.00	\$0.00
Other	\$6,900.00	\$0.00	\$6,900.00
Total Direct Costs	\$1,343,571.00	\$268,720.00	\$1,612,291.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals:	\$1,343,571.00	\$268,720.00	\$1,612,291.00

Budget FY25			
Budget Category	DSHS Funds	Cash Match	Category Total
Personnel	\$900,736.00	\$191,921.00	\$1,092,657.00
Fringe Benefits	\$417,954.00	\$75,451.00	\$493,405.00
Travel	\$4,978.00	\$0.00	\$4,978.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$4,111.00	\$1,348.00	\$5,459.00
Contractual	\$302.00	\$0.00	\$302.00
Other	\$15,490.00	\$0.00	\$15,490.00
Total Direct Costs	\$1,343,571.00	\$268,720.00	\$1,612,291.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals:	\$1,343,571.00	\$268,720.00	\$1,612,291.00

HEALTH AND HUMAN SERVICES
Contract Number HHS001437400022

Attachment D-2 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 2063.104 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 2063.104.

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(a)(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 2273 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot (1) contract with (a) an abortion provider or an affiliate of an abortion provider; or (b) an abortion assistance entity for the purpose of providing an abortion or abortion assistance;

or (2) contract or appropriate or spend money to provide any person logistical support for the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2273 of the Texas Government Code and certifies that the contract is not a taxpayer resource transaction, appropriation, or expenditure of money prohibited by Chapter 2273 of the Texas Government Code.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter Y, of the Texas Health and Safety Code.

40. 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.

41. 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.

42. Entities that Boycott Energy Companies

Pursuant to Section 2276.002 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 2276.002 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. 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.

44. 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.

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

Pursuant to Texas Government Code, Section 2063.408, 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.

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 2275.0102(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 2275.0102, 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 2275.0103 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 117.002 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 117.001 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 117.001 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. Hardening of State Government

Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
- b. Listed in Section 1260H of the 2021 NDAA; or

- c. Owned by the government of a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. § 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. § 791.4.

52. Artificial Intelligence Disclosure.

Contractor certifies that it has a continuing obligation to disclose in writing to System Agency each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. “Artificial intelligence system” means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Contractor certifies that it is in compliance with all applicable laws and regulations regarding the use of artificial intelligence systems.

53. Surveillance, Intimidation, and Related Acts.

Contractor certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

- (1) a member of the state legislature or person employed to support the state legislature in any capacity;
- (2) a family member of a person described by (1);
- (3) a state agency employee; or
- (4) an individual making a complaint or raising concerns regarding state agency operations or contracting.

Contractor certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence a state contracting decision or proceeding. Contractor acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to \$2 million for a violation of Government Code, Section 2261.302.

54. 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.

55. 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.

56. 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.

57. Equal Employment Opportunity

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

58. 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).

59. 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:

Judge Richard F. Cortez

Legal Name of Contractor

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

Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)
Attach Assumed Name Certificate(s) 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

Date Signed

**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)



Fiscal Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.***

Legal Name of Contractor: Judge Richard F. Cortez	FFATA Contact: (Name, Email and Phone Number):
Primary Address of Contractor: 	Zip Code: 9-digits required www.usps.com
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov 	State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:

Printed Name of Authorized Representative: Judge Richard F. Cortez	Signature of Authorized Representative
Title of Authorized Representative Hidalgo County Judge	Date Signed

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

Certificate Of Completion

Envelope Id: 74EF488D-C9D0-4A30-AEF5-9BFD38AE3145
Subject: Please DocuSign: HHS001437400022; TB Combo Hidalgo; A-2 Sig Document
Source Envelope:
Document Pages: 39
Certificate Pages: 2
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
CMS Internal Routing Mailbox
11493 Sunset Hills Road
#100
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 167.137.1.11

Record Tracking

Status: Original
5/7/2026 11:33:28 AM
Holder: CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
Location: DocuSign

Signer Events

Judge Richard F. Cortez
countyjudge@co.hidalgo.tx.us
Hidalgo County Judge
Hidalgo County
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Helen Whittington
helen.whittington@dshs.texas.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Patty Melchior
Patty.Melchior@dshs.texas.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Christy Have- Burton
christy.havelburton@dshs.texas.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Signature

Timestamp

Sent: 5/7/2026 12:02:28 PM
Viewed: 5/7/2026 2:13:00 PM

Signature

Timestamp

Status

Timestamp

Status

Timestamp

Status

Timestamp

Status

Timestamp

Status

Timestamp

Carbon Copy Events	Status	Timestamp
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Gabby Lara
Gabby.Lara@dshs.texas.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/7/2026 12:02:27 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/7/2026 12:02:28 PM
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Payment Events	Status	Timestamps
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