

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001186200001
AMENDMENT NO. 6**

The **DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS" or "System Agency") and **HIDALGO COUNTY HEALTH AND HUMAN SERVICES** ("Grantee"), collectively referred to herein as the "Parties," to that certain Community and Clinical Health Bridge contract effective October 1, 2022, and denominated DSHS Contract No. HHS001186200001, now desire to further amend the Contract. The purpose of this Grant Agreement is to implement obesity prevention strategies to reduce the impact of obesity and related chronic diseases in the State of Texas.

WHEREAS, the Parties have chosen to renew the Contract for an additional one-year term, add funding for activities performed during the renewal term, and revise the budget accordingly; and

WHEREAS, the Parties desire to revise the Statement of Work and update the Contract Affirmations; and

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

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

1. **SECTION III, DURATION**, of the Contract is amended to reflect a revised termination date of August 31, 2027.
2. **SECTION V, BUDGET AND INDIRECT COST RATE**, of the Contract is amended by adding \$60,000.00 for services provided from September 1, 2026, through August 31, 2027. The total not-to-exceed amount of this Contract is increased to \$495,000.00. All expenditures under the Contract shall be in accordance with **ATTACHMENT B-5, FY2027 BUDGET**.
3. **ATTACHMENT A-5, FY2026 REVISED STATEMENT OF WORK**, of the Contract is supplemented to add **ATTACHMENT A-6, FY2027 STATEMENT OF WORK**, which is attached to this Amendment No. 6 and incorporated and made part of the Contract for all purposes.
4. **ATTACHMENT B-4, FY2026 BUDGET**, of the Contract is supplemented to add **ATTACHMENT B-5, FY2027 BUDGET**, which is attached to this Amendment No. 6 and incorporated and made part of the Contract for all purposes.
5. All prior versions of **FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM**, of the Contract are supplemented to add **ATTACHMENT F-3, FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY**

ACT (FFATA) CERTIFICATION FORM, which is attached to this Amendment No. 6 and incorporated and made part of the Contract for all purposes.

6. **ATTACHMENT H-1, HHS CONTRACT AFFIRMATIONS, VERSION 2.6 (JULY 2025)**, of the Contract is deleted and replaced with **ATTACHMENT H-2, HHS CONTRACT AFFIRMATIONS VERSION 2.8 (DEC. 2025)**, which is attached to this Amendment No. 6 and incorporated and made part of the Contract for all purposes.
7. This Amendment is effective on August 31, 2026. Operations and funding for Fiscal Year 2027 begin on September 1, 2026.
8. Except as modified by this Amendment, all existing terms of the Contract, including the current Statement of Work, shall remain in full force and effect until and unless modified by written agreement of the Parties.
9. Except as modified by this Amendment, all terms and conditions of the Contract, as previously amended, shall remain in effect.
10. Any further revisions to the Contract shall be by written agreement of the Parties.
11. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE IMMEDIATELY FOLLOWS.

**SIGNATURE PAGE FOR AMENDMENT NO. 6
DSHS CONTRACT NO. HHS001186200001**

DEPARTMENT OF STATE HEALTH SERVICES

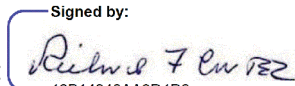
**HIDALGO COUNTY HEALTH AND HUMAN
SERVICES**

By: 
202CEA5A9C164E2...

Name: Manda Hall, M.D.

Title: Deputy Commissioner, Community Health Improvement

Date of Signature: March 23, 2026

Signed by:
By: 
48B14348AA3D4D3...

Name: Richard F. Cortez

Title: Hidalgo County Judge

Date of Signature: March 17, 2026

**THE FOLLOWING DOCUMENTS ARE ATTACHED AND INCORPORATED AND MADE PART OF THE
CONTRACT FOR ALL PURPOSES:**

ATTACHMENT A-6 FY2027 STATEMENT OF WORK
ATTACHMENT B-5 FY2027 BUDGET
**ATTACHMENT F-3 FISCAL FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) CERTIFICATION FORM**
ATTACHMENT H-2 HHS CONTRACT AFFIRMATIONS, VERSION 2.8 (DEC. 2025)

CONTRACT NO. HHS001186200001

ATTACHMENT A-6 FY2027 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will perform the following services in accordance with Section III, Project Reporting Requirements, as outlined below.

- A. Provide System Agency with evidence of activity implementation related to the Community and Clinical Health Bridge (CCHB) project. The CCHB project aims to reduce the impact of obesity and related chronic diseases in the State of Texas by focusing on locally driven clinical and community systems-level enhancements.
- B. Coordinate with clinical and community partners within their service area to implement a minimum of two total strategies for the CCHB project.
- C. Implement at least one of the following priority strategies. The strategies selected for implementation must be provided in writing by the Grantee on their approved FY27 Work Plan.
 1. **Priority Strategy #1:** Enhance health information technology for healthcare system quality improvement.
 2. **Priority Strategy #2:** Develop community-clinical referral mechanisms for improved obesity and related chronic disease systems of care.
 3. **Priority Strategy #3:** Facilitate evidence-based education and training for providers, patients and the community to ensure consistent messaging of reliable health information and collaboration.
- D. Select and implement at least one of the following five strategies. The strategy(ies) selected for implementation must be provided in writing by the Grantee on their approved FY27 Work Plan.
 1. **Optional Strategy #4:** Encourage healthy lifestyles for individuals, families, and communities through health promotion, outreach, and marketing.
 2. **Texas State Physical Activity and Nutrition (TXPAN) Strategy A:** Implement food service guidelines in worksites and community settings.
 3. **TXPAN Strategy B:** Implement interventions supportive of breastfeeding that address birthing facilities, continuity of care/community support, and worksites.
 4. **TXPAN Strategy C:** Implement and integrate physical activity and nutrition standards in statewide early care and education systems.
 5. **TXPAN Strategy D:** Establish new or improved pedestrian, bicycle, or transit transportation systems that are combined with new or improved land use or environmental design.

- E. Develop and submit an annual project work plan detailing planned activities for FY2027. The project work plan must contain approved activities from Subsection F, below, that address the selected priority and optional strategies. Grantee will use a project work plan template provided by DSHS. The project work plan must be reviewed and approved by DSHS prior to the final version submission date.
- F. Conduct activities based on the approved FY27 Work Plan. The Grantee must select from the following menu of approved activities:
 1. Facilitate meetings with health systems, agencies, and/or primary care providers to discuss integration of mobile app technology or other enhancements into the health system/agency's electronic health record (EHR) system and/or Health Information Exchange (Priority Strategy #1).
 2. Contract with one local health system/agency to integrate mobile app technology or other enhancements into the health system/agency's EHR system (Priority Strategy #1).
 3. Develop a database of community providers and what services they offer for the target population (Priority Strategy #2).
 4. Engage and partner with health systems/agencies and other clinical/community stakeholders on overweight and obesity management (Priority Strategy #2).
 5. Review current referral procedures between Grantees and local health systems, agencies, and/or primary care providers and identify opportunities to integrate bidirectional feedback loops (Priority Strategy #2).
 6. Develop and implement a standardized, bi-directional referral system for clinical and community providers (Priority Strategy #2).
 7. Conduct training for clinical/community providers on the referral and bi-directional feedback loop process (Priority Strategy #2).
 8. Engage clinical providers to incorporate non-pharmaceutical prescriptions into their practice (e.g., exercise prescriptions, fruit and vegetable prescriptions) (Priority Strategy #3).
 9. Inform clinical and community providers about local resources and encourage cross collaboration where gaps exist (Priority Strategy #3).
 10. Engage clinical providers and community members to become certified disease self-management peer educators (Priority Strategy #3).
 11. Identify a health information training module (Priority Strategy #3).
 12. Conduct a health education training program (Priority Strategy #3).
 13. Develop a healthy lifestyle messages plan that includes the target audience, framed messages, media type, and setting (Optional Strategy #4).
 14. Promote healthy lifestyle messages through traditional media and social media (Optional Strategy #4).
 15. Work with worksite cafeterias to offer healthier options that align with Food Service Guidelines for Federal Facilities (TXPAN Strategy A).
 16. Work with worksite cafeterias to display and highlight healthier options and other point-of-decision prompts, such as Food to Encourage (TXPAN Strategy A).
 17. Work with regional and local community food banks to institute food service guidelines that align with Food Service Guidelines for Federal Facilities within policies and practices (TXPAN Strategy A).

18. Work with local hospitals to explore and apply for Texas Ten Step Program to implement interventions supportive of breastfeeding (TXPAN Strategy B).
 19. Educate and assist worksites in learning about and applying for the Texas Mother- Friendly Worksite recognition program (TXPAN Strategy B).
 20. Educate community partners in Early Care Education about the Texas Childcare Standards/Texas Healthy Building Blocks recognition program to improve physical and nutrition standards and outdoor learning (TXPAN Strategy C).
 21. Work with community partners to develop local physical activity plans that support physical activity (TXPAN Strategy D).
 22. Develop, tailor, and distribute messages supporting active lifestyles (TXPAN Strategy D).
 23. Provide or promote training to educate local staff, local coalition members, and opinion leaders on combined built environment approaches to increase physical activity (TXPAN Strategy D).
- G. Develop and submit an annual success story. A success story draft must be reviewed and approved by DSHS prior to the final version submission date.
- H. Develop and submit an annual project Work Plan in preparation for fiscal year 2028 to DSHS. The project Work Plan must contain approved activities from Subsection F above that support the selected priority and optional strategies, as well as staff/organizational responsibility and timeframe. Grantee will use a project Work Plan template provided by DSHS. The project Work Plan draft must be reviewed and approved by DSHS prior to the final version submission date.
- I. Submit monthly progress reports in the approved FY27 Work Plan template on or before the 15th of each month via the OPP external SharePoint and via email to bringinghealthyback@dshs.texas.gov.
- J. Participate in quarterly feedback calls (i.e., quarterly project status reports) with DSHS Program once per quarter during the Contract term, unless otherwise agreed to in writing by DSHS. Additional calls may be added, as appropriate, by Grantee and DSHS Program. Quarterly feedback calls will be scheduled on a date mutually agreed upon by the Grantee and DSHS. On the calls, Grantee will discuss the following:
6. Implementation status;
 7. Barriers and methods to address those barriers;
 8. Opportunities to enhance the activities;
 9. Lessons learned; and
 10. Next steps.
- K. Submit quarterly progress updates via the electronic Performance Management and Tracking System (PMATS). Updates are due by the 15th of the month following the quarter being reported. Grantee will notify the designated DSHS program consultant via email upon completion of PMATS submittal. If Grantee is unable to provide an update in PMATS by the due date, Grantee will notify DSHS program consultant via email no

later than a week prior to the due date. Updates will be based on the CCHB project strategies and work performed each month.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in this **ATTACHMENT A-6**. Grantee's performance will be measured by the administration of pre- and post-tests to evaluate individual changes among class participants. Grantee's performance and compliance with the Contract's terms and conditions will be evaluated via updates to Grantee's annual workplans and data entry through an electronic reporting system. System Agency will review both of these performance measures on a monthly basis to evaluate compliance with Grantee's responsibilities and progress.

III. PROJECT REPORTING REQUIREMENTS

Grantee will submit the following reports to the designated external OPP SharePoint folder and via email to bringinghealthyback@dshs.texas.gov.

Report Title	Period Covered	Due Date
FY27 Final Work Plan	09/01/2026 – 08/31/2027	10/15/2026
FY27 Progress Updates - Quarter 1	09/01/2026 – 11/30/2026	12/15/2026
FY27 Progress Updates - Quarter 2	12/01/2026 – 02/28/2027	03/15/2027
FY27 Progress Updates - Quarter 3	03/01/2027 – 05/31/2027	06/15/2027
FY28 Draft Work Plan	09/01/2027 – 08/31/2028	07/15/2027
FY27 Success Story - Draft	09/01/2026 – 08/31/2027	08/01/2027
FY27 Progress Updates - Quarter 4	06/01/2027 – 08/31/2027	08/31/2027
FY27 Success Story - Final	09/01/2026 – 08/31/2027	08/31/2027
FY28 Final Work Plan	09/01/2027 – 08/31/2028	08/31/2027
Monthly Work Plan Progress Report	09/01/2026 – 08/31/2027	15 th of each Contract month

IV. INVOICE AND PAYMENT

- A. Invoices must be submitted timely on a monthly basis to prevent delays to subsequent months. Grantees that do not incur expenses for a month are required to submit timely "zero dollar" invoices. Invoices and all supporting documentation must be emailed to Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov simultaneously. For each monthly invoice, Grantee shall submit (1) the B-13 Voucher, and (2) the Voucher Support Form (VSF) provided by DSHS.
- B. Final close-out invoice and report: Grantee must submit a final close-out invoice and final financial status report no later than thirty (30) days following the end of the Contract term. Invoices received more than thirty (30) days after the end of the Contract term are subject to denial of payment.

- C. The Grantee will submit Financial Status Reports (FSR-269A) biannually during the Contract term. The FSRs will be submitted twice per year by email to Invoices@dshs.texas.gov and FSRGrants@dshs.texas.gov as follows:

PERIOD COVERED	DUE DATE
September 1, 2026– February 28, 2027	March 30, 2027
March 1, 2027 – August 31, 2027	September 30, 2027

- D. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Grantee's expenditures on a biannual basis. If expenditures are below the amount in Grantee's total Contract, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.
- E. Grantee shall maintain an inventory of equipment and supplies defined as Controlled Assets, and real property. Grantee shall submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report by email to FSOequip@dshs.texas.gov not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500.00 or more, but less than \$10,000.00: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.
- F. Grantee shall provide advance notification of budget transfers. Grantee shall submit to the designated DSHS Contract Manager (1) a Budget Change Request (BCR) form, as provided by the DSHS Contract Manager, and (2) a revised Categorical Budget, highlighting the areas affected by the budget transfer. Grantee is advised as follows:
1. If the budget transfer(s) changes the Equipment or Indirect Cost categories, or exceeds 25% of the total Contract value, alone or cumulatively, a formal Contract amendment is required; and
 2. After review of the budget transfer(s), the designated DSHS Contract Manager shall provide notification of acceptance to Grantee via email, upon receipt of which, the revised budget shall become part of the Contract file.

**CONTRACT NO. HHS001186200001
ATTACHMENT B-5
FY2027 BUDGET**

PERSONNEL	\$39,120.00
FRINGE BENEFITS	\$19,709.00
TRAVEL	\$0.00
EQUIPMENT	\$0.00
SUPPLIES	\$1,171.00
CONTRACTUAL	\$0.00
OTHER	\$0.00
TOTAL DIRECT CHARGES	\$60,000.00
INDIRECT CHARGES	\$0.00
TOTAL BUDGET	\$60,000.00



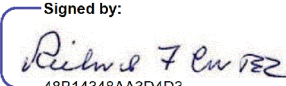
TEXAS
Health and Human
Services

Texas Department of State
Health Services

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: Hidalgo County	FFATA Contact: (Name, Email and Phone Number): Richard F Cortez, countyjudge@co.hidalgo.tx.us, 956-318-2600
Primary Address of Contractor: 100 E. Cano, Second Floor, Edinburg, Texas 78539	Zip Code: 9-digits required www.usps.com 78539-4533
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov LHACK1UL6NR3	State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits: 17460001716060

Printed Name of Authorized Representative: Richard F. Cortez	Signature of Authorized Representative Signed by:  48B14348AA3D4D3...
Title of Authorized Representative Hidalgo County Judge	Date Signed March 17, 2026

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:

HEALTH AND HUMAN SERVICES
Contract Number HHS001186200001

Attachment H-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 disclosed 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 promises not to use an artificial intelligence system to perform the Contract without the prior written consent of System Agency.

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:

Hidalgo County

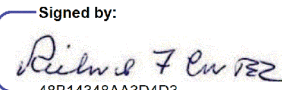
Legal Name of Contractor

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.

Signed by:

48B14348AA3D4D3...
Signature of Authorized Representative

Richard F. Cortez

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

100 E. Cano

Physical Street Address

Mailing Address, if different

956-318-2600

Phone Number

countyjudge@co.hidalgo.tx.us

Email Address

74-6000717

Federal Employer Identification Number

N/A

Texas Franchise Tax Number

LHACK1UL6NR3

SAM.gov Unique Entity Identifier (UEI)

03/17/2026

Date Signed

Hidalgo County Judge

Title of Authorized Representative

Edinburg, Texas 78539

City, State, Zip Code

City, State, Zip Code

956-318-2699

Fax Number

10-311-0834

DUNS Number

17460007176

Texas Identification Number (TIN)

N/A

Texas Secretary of State Filing
Number

Certificate Of Completion

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Status: Completed

Subject: Please Docusign: HHS001186200001 HPCDP OCDS Hidalgo County Amendment 6

Source Envelope:

Document Pages: 25

Signatures: 4

Envelope Originator:

Certificate Pages: 2

Initials: 0

CMS Internal Routing Mailbox

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Reston, VA 20190

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Record Tracking

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Signer Events

Richard F. Cortez

countyjudge@co.hidalgo.tx.us

Hidalgo County Judge

Hidalgo County

Security Level: Email, Account Authentication (None)

Signature

Signed by:

48B14348AA3D4D3...

Signature Adoption: Uploaded Signature Image

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Electronic Record and Signature Disclosure:

Not Offered via Docusign

Susana Garcia

Susana.Garcia@dshs.texas.gov

CTCM, Unit Director

Department of State Health Services

Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

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PATTY MELCHIOR

Patty.Melchior@dshs.texas.gov

Patricia Melchior, Director, DSHS CMS

Security Level: Email, Account Authentication (None)

Completed

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Electronic Record and Signature Disclosure:

Not Offered via Docusign

Manda Hall, M.D.

manda.hall@dshs.texas.gov

Deputy Commissioner, Community Health

Improvement

Texas Health and Human Services Commission

Security Level: Email, Account Authentication (None)

DocuSigned by:

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
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