

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001579200005
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency”) and **THE CITY OF LAREDO PUBLIC HEALTH DEPARTMENT** (“Grantee”), who are collectively referred to herein as the "Parties," to that certain Grantee Contract effective April 17th, 2025 and denominated DSHS Contract No. HHS001579200005, now desire to amend the Contract.

WHEREAS, the Parties desire to renew the term of the contract;

WHEREAS, System Agency desires to add funds to the Contract for authorized services to be provided by Grantee;

WHEREAS, the Parties desire to revise the budget; and

WHEREAS, the Parties desire to update certain Contract terms and conditions.

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

1. **SECTION III** of the contract, **DURATION**, is hereby amended to reflect a new termination date of **August 31, 2027**.
2. **SECTION V** of the contract, **BUDGET**, is hereby amended to add funding in the amount of **\$125,000.00**. The section is revised to read as follows:
The total amount of this Contract shall not exceed **\$250,000.00**. Grantee is not required to provide matching funds.

The total not-to-exceed amount of this Contract includes the following:

Total Federal Funds: **\$0.00**

Total State Funds: **\$250,000.00**

All expenditures under the Contract shall be in accordance with **ATTACHMENT B-1, BUDGET (FY26 – FY27)**.

If System Agency approves or acknowledges an updated indirect cost rate, the Contract will be amended to incorporate an updated rate (and the new indirect cost rate letter, if applicable) and the Contract budget will be revised accordingly.

3. **ATTACHMENT A – STATEMENT OF WORK** is hereby supplemented with **ATTACHMENT A-1 – FY27 STATEMENT OF WORK**.

4. **ATTACHMENT B – BUDGET** is hereby deleted in its entirety and replaced with **ATTACHMENT B-1 – BUDGET (FY26 – FY27)**.
5. **ATTACHMENT C – HHS CONTRACT AFFIRMATIONS** is hereby deleted in its entirety and replaced with **ATTACHMENT C-1 – CONTRACT AFFIRMATIONS, VERSION 2.9**.
6. This Amendment No. 1 shall be effective immediately upon the date of the last signature. Operations and funding for State Fiscal Year 2027 begin September 1, 2026.
7. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract shall remain in full force and effect.
8. Any further revisions to the Contract shall be by written agreement of the Parties.
9. 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 FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001579200005**

DEPARTMENT OF STATE HEALTH SERVICES

**THE CITY OF LAREDO PUBLIC HEALTH
DEPARTMENT**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date of Execution: _____

Date of Execution: _____

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE
CONTRACT:**

ATTACHMENT A-1 – FY27 STATEMENT OF WORK

ATTACHMENT B-1 – BUDGET (FY26 – FY27)

ATTACHMENT C-1 – CONTRACT AFFIRMATIONS, VERSION 2.9

**ATTACHMENT A-1
FY27 STATEMENT OF WORK**

I. Purpose

The purpose of this Contract is to expand access to diabetes self-management education and support (DSMES) programs and National Diabetes Prevention Program (National DPP) lifestyle change programs (LCPs) to underserved populations.

II. Grantee Responsibilities

A. Staffing Plan and Sustainability Plan

1. Develop a staffing plan and a sustainability plan that outlines how continuity of services shall be ensured in the event of staffing or funding changes.
2. These plans shall be submitted via the online Performance Management and Tracking System (PMATS).

B. DSMES Class Series Implementation

1. Implement a minimum of five series of DSMES classes using evidence-based curriculum.
2. Classes shall be conducted with underserved populations in community-based settings throughout the Webb County and surrounding areas with limited access to DSMES.
3. Conduct baseline and post-intervention evaluation on templates developed by DSHS, unless otherwise approved.
4. Provide an implementation plan that outlines the proposed number of participants, retention rates, times, dates, and locations. This information shall be provided in the class implementation plan template developed by DSHS, unless otherwise approved.
5. Submit program implementation data, including but not limited to participant demographics, number of participants, and a narrative of activities conducted in each class of the series. This data shall be submitted monthly in the Intervention Form located on PMATS.
6. Submit participant-level and biometric outcomes data.

1. Participant-level data must include demographics, diabetes diagnosis, comorbidities, attitudes and beliefs (e.g., changes in self-efficacy), and additional health behaviors.
2. Biometric data must include height, weight, body mass index, blood pressure, A1c level, and waist circumference.
3. This data shall be submitted monthly in the DSMES Evaluation Form located on PMATS.

C. National DPP Class Series Implementation

1. Implement a minimum of three series of National DPP classes using a curriculum that aligns with the Centers for Disease Control and Prevention (CDC) standards.
2. Classes shall be conducted primarily with underserved populations in community-based settings with limited access to National DPPs, in the Webb County and surrounding areas.
3. Conduct baseline and post-intervention evaluation on templates developed by DSHS, unless otherwise approved.
4. Provide an implementation plan that outlines the proposed number of participants, retention rates, times, dates, and locations. This information shall be provided in the class implementation plan template developed by DSHS, unless otherwise approved.
5. Submit program implementation data, including but not limited to participant demographics, number of participants, and a narrative of activities conducted in each class of the series. This data shall be submitted monthly in the Intervention Form located on PMATS.
6. Submit participant-level and biometric outcomes data.
 1. Participant-level data must include demographics, diabetes diagnosis, comorbidities, attitudes and beliefs (e.g., changes in self-efficacy), and additional health behaviors.
 2. Biometric data must include height, weight, body mass index, blood pressure, A1c level, and waist circumference.
 3. This data shall be submitted monthly in the Diabetes Prevention Evaluation Form located on PMATS.

D. Referrals to DSMES or National DPP LCPs

1. Implement a new collaboration with a local health system during this contract term for systematic identification and referral of patients with prediabetes, those at high risk for Type 2 diabetes, or those with diabetes to a DSMES program or National DPP LCP.
2. Track the number of care coordination, DSMES, and DPP referrals monthly.
3. Provide feedback to local healthcare providers about their patients' participation in DSMES programs and National DPP LCPs.
4. Submit monthly referral data under the Information and Referral Form located on PMATS. Months with no referral activity shall be reported on PMATS, indicating no referrals were received.

E. Accreditation & Recognition

1. Pursue accreditation or recognition for Diabetes Self-Management Education and Support (DSMES) program or National Diabetes Prevention Program (National DPP) by taking steps toward formal approval through an appropriate national accredited body (e.g., ADCES, ADA or CDC). If already accredited/recognized, ensure accreditation/recognition is maintained.
2. Initiate the accreditation/recognition process during the contract term and demonstrate progress toward meeting the required standards.
3. Provide a quarterly summary of progress in the Administration and Capacity Building Form located on PMATS. Additional supporting documentation shall be submitted to DSHS upon request in the Supplemental Report Form located on PMATS.

F. Reports and Collaboration with DSHS

1. Submit Quarterly Reports summarizing activities performed during each fiscal year quarter. The reports shall be submitted in the Quarterly Reports Form located on PMATS.
2. Submit the End of Year Report summarizing all activities performed during the fiscal year. The report shall be submitted in the End of Year

Report Form located on PMATS, using a template developed by DSHS, unless otherwise approved.

3. Participate in monthly conference calls with DSHS staff to provide an update on activities and technical assistance needs, unless otherwise approved by DSHS.

G. State Engagement Call & Network

1. Participate in quarterly State Engagement Calls hosted by DSHS to learn from subject matter experts and connect with other contracted partners, unless otherwise approved by DSHS.

III. Performance Measures

DSHS shall monitor Grantee’s performance of its requirements under this Statement of Work and its compliance with the terms and conditions of the Contract.

Grantee shall provide all services under this Contract at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

IV. Reporting

Grantee shall submit documents identified below via PMATS by the due dates set forth in Table 1 below.

Table 1. Required Reports and Activities

Report or Activity	Due Date
Staffing Plan and Sustainability Plan	September 30, 2026
DSMES and DPP Class Implementation Plan	September 30, 2026
PMATS Submissions	Monthly
PMATS Outcomes Submissions	Within 30 days after the last class in each series. If the 30th day is a weekend or holiday, the due date is the following business day.
Quarterly Reports	Quarter 1 Report (9/1/26-11/30/26) Due December 10, 2026

	Quarter 2 Report (12/1/26-2/28/27) Due March 10, 2027
	Quarter 3 Report (3/1/27-5/31/27) Due June 10, 2027
	Quarter 4 Report (6/1/27-8/31/27) Due September 10, 2027
End of Year Report	September 10, 2027

V. Invoice and Payment

- A. Grantee shall submit invoices monthly. 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. The Grantee shall submit Financial Status Reports (FSRs) twice per year by email to Invoices@dshs.texas.gov and FSRGrants@dshs.texas.gov in accordance with the due dates set forth in Table 2 (FSR Deadlines).

Table 2. FSR Deadlines

Period Covered	Due Date
9/1/26-2/28/27	3/30/27
3/1/27-8/31/27	9/30/27

- C. Grantee shall submit a final close-out invoice and final Financial Status Report no later than thirty (30) calendar days following the end of the Contract term. Invoices received more than thirty (30) calendar days after the end of the Contract term are subject to denial of payment.
- D. DSHS reserves the right to redirect funds in the event of financial shortfall. DSHS shall monitor Grantee’s expenditures on a biannual basis. If Grantee expenditures are below projections, System Agency, in its sole discretion, may reduce the Grantee’s budget for the remainder of the Contract term. System Agency also may reduce Grantee’s budget if Grantee has vacant positions existing for more than ninety (90) consecutive calendar days.
- E. Grantee shall maintain an inventory of equipment, 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. DSHS Contract Manager shall review the request and provide written notification of the determination.
1. If the budget transfer(s) involves changes to categories other than the Equipment or Indirect Cost categories and is equal to or less than twenty-five (25) percent of the total amount of the respective budget period, alone or cumulatively, then, if approved by DSHS, the DSHS Contract Representative shall provide written notification to Grantee, upon receipt of which, the revised budget becomes part of the Contract file.
 2. If the budget transfer(s) involves changes to the Equipment or Indirect Cost categories or exceeds twenty-five (25) percent of the total amount of the respective budget period, alone or cumulatively, the revised funding allocation is not effective until an amendment incorporating the changes is executed.

**ATTACHMENT B-1
BUDGET (FY26 – FY27)**

Budget Categories	FY26	FY27	Total
Personnel	\$60,510.00	\$53,295.00	\$113,805.00
Fringe Benefits	\$37,798.00	\$30,338.00	\$68,136.00
Travel	\$3,870.00	\$3,330.00	\$7,200.00
Equipment	\$0.00	\$0	\$0.00
Supplies	\$5,516.00	\$9,735.00	\$15,251.00
Contractual	\$3,000.00	\$5,970.00	\$8,970.00
Other	\$14,306.00	\$22,332.00	\$36,638.00
Total Direct	\$125,000.00	\$125,000.00	\$250,000.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total	\$125,000.00	\$125,000.00	\$250,000.00

HEALTH AND HUMAN SERVICES
Contract Number HHS001579200005

Attachment C-1 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:

City of Laredo

Legal Name of Contractor

City of Laredo Public Health Department

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

N/A

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

1110 Houston St.

Laredo, TX 78040

Physical Street Address

City, State, Zip Code

P. O. Box 579

Laredo, TX 78040

Mailing Address, if different

City, State, Zip Code

956-791-7302

956-791-7498

Phone Number

Fax Number

jneeb@ci.laredo.tx.us

618150460

Email Address

DUNS Number

74-6001573

174-6001573-2021

Federal Employer Identification Number

Texas Identification Number (TIN)

N/A

N/A

Texas Franchise Tax Number

**Texas Secretary of State Filing
Number**

HWX7C56NNUV1

SAM.gov Unique Entity Identifier (UEI)

Certificate Of Completion

Envelope Id: FCC3CE89-1C91-45BF-A9C6-E019DFD6E15A
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 Source Envelope:
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 Certificate Pages: 2
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 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
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Record Tracking

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 4/20/2026 8:13:21 AM
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 Location: DocuSign

Signer Events

Richard Chamberlain
 rchamberla@ci.laredo.tx.us
 Health Director
 City of Laredo
 Security Level: Email, Account Authentication
 (None)

Signature

Completed
 Using IP Address: 198.135.47.6

Timestamp

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 Viewed: 5/21/2026 8:55:37 AM
 Signed: 5/21/2026 9:05:01 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Joseph Neeb
 jneeb@ci.laredo.tx.us
 City of Laredo
 Security Level: Email, Account Authentication
 (None)

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 Resent: 5/21/2026 9:05:03 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Susana Garcia
 Susana.Garcia@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

Manda Hall
 manda.hall@dshs.texas.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Homero Cantu hcantu@ci.laredo.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 4/20/2026 8:20:05 AM
Matthew Welter Matthew.Welter@dshs.texas.gov Security Level: Email, Account Authentication (None) 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 Updated	Security Checked	5/20/2026 10:19:16 AM
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Payment Events	Status	Timestamps
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