



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 145615
PAGE 1 OF 36
DATE: 8/5/2025

SUBJECT: CONSIDERATION OF AMENDMENT NO. 1 TO THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES HUMAN IMMUNODEFICIENCY VIRUS SURVEILLANCE GRANT CONTRACT FOR FISCAL YEAR 2026 GRANT FUNDING

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Amendment No. 1 to the Texas Department of State Health Services (DSHS) Human Immunodeficiency Virus (HIV) Surveillance Grant Contract, #HHS001538200001, to receive FY 2026 grant funding.

BACKGROUND

For over 20 years, the Tarrant County Public Health Department (TCPH) has received yearly support from DSHS, in the form of grant contracts, to perform a variety of essential public health services. The TCPH Disease Surveillance Outreach and Prevention’s (DSOP) HIV Surveillance Program serves as the County’s disease reporting authority for investigating and reporting cases of HIV and Acquired Immunodeficiency Syndrome (AIDS) to local, state, and national stakeholders. Grant funding is utilized for the salaries of staff who perform activities in support of the contract with DSHS.

On December 3, 2024, the Commissioners Court, through Court Order #14399, approved the DSHS HIV Surveillance Grant base contract in the amount of \$141,450.00 for the term of January 1, 2025 through August 31, 2025.

With approval of Amendment No. 1, TCPH will receive FY 2026 DSHS HIV Surveillance grant funds in the amount of \$212,174.00 for the term of September 1, 2025, through August 31, 2026, for a new total not to exceed of \$353,634.00. The budget and statement of work are amended accordingly. All other terms and conditions not hereby amended remain in full force and effect.

The Criminal District Attorney’s office has reviewed this document as to form.

FISCAL IMPACT

The grant award is for \$212,174.00.
This grant does not require a match.
Indirect cost is allowed and included.
Funds will be requested for FY2026 for all associated costs to be paid from DSHS Human Immunodeficiency Virus Surveillance /Grant-2004/F0033-2026 / 5100303000.

SUBMITTED BY	Public Health	PREPARED BY:	Gary Collins
		APPROVED BY:	Amanda Campbell

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO HHS001538200001
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“DSHS” or “System Agency”) and **TARRANT COUNTY** (“Grantee”), who are collectively referred to herein as the "Parties," to that certain agreement for the HIV Surveillance Grant Program, denominated as DSHS Contract No. HHS001538200001 and effective January 1, 2025 (“Contract”), now desire to amend the Contract.

WHEREAS, DSHS desires to extend the Contract term, increase the Contract amount to pay for services delivered during fiscal year (“FY”) 2026, and revise the Budget accordingly;

WHEREAS, DSHS desires to revise the Statement of Work and Contract Affirmations; and **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 revised termination date of August 31, 2026.
2. **SECTION V** of the Contract, **BUDGET AND INDIRECT COST RATE**, is hereby amended to add \$212,174.00 to the Contract for services delivered during FY 2026, for a new total not to exceed of \$353,624.00.
3. **ATTACHMENT A, STATEMENT OF WORK**, is deleted in its entirety and replaced with **ATTACHMENT A-1, REVISED STATEMENT OF WORK**.
4. **ATTACHMENT B, BUDGET**, is deleted in its entirety and replaced with **ATTACHMENT B-1, REVISED BUDGET**.
5. **ATTACHMENT C, CONTRACT AFFIRMATIONS V. 2.3**, is deleted in its entirety and replaced with **ATTACHMENT C-1, CONTRACT AFFIRMATIONS V. 2.5, NOVEMBER 2024**.
6. **ATTACHMENT H-1, FFATA CERTIFICATION FORM**, is added to and incorporated into the Contract.
7. This Amendment No. 1 shall be effective immediately upon execution by the last party to sign below. Operations and funding for Fiscal Year 2026, begins on September 1, 2025. 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.
8. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract shall remain in full force and effect.
9. Any further revisions to the Contract shall be by written agreement of the Parties.
10. Each Party represents and warrants that the person executing this Amendment No. 1 on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT
DSHS CONTRACT NO. HHS001538200001**

DEPARTMENT OF STATE HEALTH SERVICES TARRANT COUNTY

By:

By:

Signature

See Separate Electronic Signature Page

Printed Name

Signature
Honorable Tim O'Hare

Printed Name
County Judge

Title

Title

Date of Signature

Date of Signature

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

- ATTACHMENT A-1 – REVISED STATEMENT OF WORK**
- ATTACHMENT B-1 – REVISED BUDGET**
- ATTACHMENT C-1 – CONTRACT AFFIRMATIONS v. 2.5**
- ATTACHMENT H-1 – FFATA CERTIFICATION FORM**

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

ATTACHMENT A-1
REVISED STATEMENT OF WORK
Effective September 1, 2025

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Provide System Agency with active surveillance and reporting activities for Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS).

Perform all activities under this Contract in accordance with the terms of this Contract and detailed budget, as approved by System Agency. Grantee must receive advance written approval from System Agency before varying from any of these requirements and must notify all staff working on activities of any such changes under this Contract within forty-eight (48) hours of System Agency approval of changes.

For the purpose of this Contract, “HIV infection” and “AIDS” are as defined by the Centers for Disease Control and Prevention (CDC) of the United States Public Health Service, MMWR Recommendations and Reports, April 11, 2014/63(RR3), 1-10, located at <http://www.cdc.gov/mmwr/pdf/rr/rr6303.pdf>.

B. STAFF TRAININGS

Grantee will:

- 1. Document to System Agency that all project staff (i.e., working on activities under this Contract) have received the following training:

STAFF STATUS	TRAINING	TIME FOR COMPLETION AND RENEWAL	NOTICE OF COMPLETION DUE
New Employees	Data Security and Confidentiality Training	Within 30 days of start of employment	Within 10 days of completion of course to HIV Surveillance Coordinator and TB/HIV/STD Section Security Officer
Existing Staff	Data Security and Confidentiality Training	Within 12 months of previous training	Within 10 days of completion of course to HIV Surveillance Coordinator and TB/HIV/STD Section Security Officer
New Employees	HIV Surveillance Training Modules	Within first two weeks of employment	Within 10 days of completion of course to HIV Surveillance Coordinator and Site Consultant
Existing Staff	HIV Surveillance Training Modules	Biannually after first completion	Within 10 days of completion of course to HIV Surveillance Coordinator and Site Consultant

At least One New or Existing Staff Member	Monthly Standing HIV Surveillance (HARS Call) calls	N/A	N/A
At least One New or Existing Staff Member	HIV/STD Bi-Annual Conference	N/A	N/A
All Funded Staff	Annual HIV Surveillance Workshop	N/A	N/A
At least One New or Existing Staff Member	All Ad-Hoc training, conferences or symposiums and meetings	N/A	N/A

2. Ensure training on Grantee Employees’ Standard of Conduct (Grantee will submit these training documents to System Agency within fourteen (14) days of the effective date of this Contract) and will be submitted via email to HSS.EpiSurv@dshs.texas.gov and TBHIVSTD.AccountRequests@dshs.texas.gov.
3. Ensure completion of System Agency Data Security and Confidentiality training course within thirty (30) days of beginning work on this Contract.
4. Ensure completion of annual refresher training course on confidentiality requirements/confidential information security (i.e., within one year of having taken the previous confidentiality and security course) and submit appropriate documentation to the HIV Surveillance Coordinator and HIV/STD Section Security Officer via email within ten (10) days of completing each course at TBHIVSTD.AccountRequests@dshs.texas.gov.
5. Ensure that all project staff working on activities under this Contract have completed all HIV Surveillance Modules located at <http://www.dshs.texas.gov/hivstd/training/surveillance.shtm>. New staff should complete these trainings within their first two weeks of employment and biannually thereafter.
6. Ensure existing staff are required to take the HIV Surveillance Modules biannually.
7. Require at least one staff member to attend training, conferences, symposiums, and meetings, as directed by System Agency.
8. Provide at least one surveillance staff member to participate in standing monthly HIV Surveillance conference calls held by System Agency, as directed.
9. Ensure all funded surveillance staff participate in the annual HIV Surveillance workshop, when provided by System Agency.
10. Work collaboratively with System Agency staff regarding the management of funds received under this Contract.

C. STAFF REQUIREMENTS

Grantee will:

1. Within thirty (30) days of the effective date of this Contract, provide System Agency with a copy of each job description for which a portion or all the salary is paid under this Contract.
2. Notify the System Agency Program via email within seventy-two (72) hours of any personnel actions, including the details and outcome of such actions, involving project staff. Such personnel actions include, but are not limited to:
 - a. Counseling for misconduct regarding violations of personnel, project, state, and/or federal policies, procedures, requirement, and laws;
 - b. Terminations (voluntary or involuntary); and/or
 - c. Employee grievances.
2. Fill any surveillance staff vacancy within ninety (90) days.
3. Submit complete and accurate travel support documentation to System Agency when submitting vouchers for reimbursement. Support documentation must list the employee who traveled, date of travel, purpose of travel, all receipts and a breakdown of the costs associated with travel.

D. CASE REPORTING

Grantee will:

1. Reporting and Registry

Active Surveillance and Provider Education:

- a. Maintain a current list of key reporting sources in Grantee's Designated Service Area (Tarrant County).
- b. Document at minimum, monthly active surveillance for major providers/facilities as outlined in the 2023 Texas HIV Surveillance Procedure Manual. Grantee must conduct active surveillance by phone or in person to identify newly diagnosed HIV/AIDS cases and complete an HIV/AIDS case report form.
- c. Document provider education to at least ten providers/facilities deemed by the Grantee or the System Agency to need education on reporting requirements, current lab tests, recommended testing algorithm, or data collected and used by HIV surveillance. Grantee must perform provider education to establish and maintain communication about reporting requirements (including Molecular HIV Surveillance and Perinatal HIV Surveillance) and any changes in any relevant surveillance procedures, requirements, and recommendations.
- d. Ensure managers review Monthly Data Quality Reports and the Quarterly Progress Report provided by System Agency or available through the current reporting database to ensure case report forms are corrected and additional missing case information is collected.
- e. Ensure managers discuss and review Quarterly Progress Report findings with all surveillance staff.
- f. Ensure managers and funded staff attend System Agency quarterly review meetings and following each meeting, provide written documentation outlining current challenges and plans for improvement.
- g. Ensure all funded staff are knowledgeable of any reference laboratories or medical facilities conducting in-house HIV laboratory testing within Grantee's Designated Service Area. Grantee is responsible for identifying any testing facilities that are not reporting their laboratory results electronically to System Agency and shall accordingly arrange a method for retrieving any non-digital, paper-based labs.

- h. Manually enter or ensure electronic entry of all lab results received directly from any laboratory and/or medical facilities into the System Agency database(s) within seven days of receipt. If no laboratory results were received locally in a given month, Grantee must notify System Agency Electronic Laboratory Reporting (ELR) Program Specialist via email to HSS.EpiSurv@dshs.texas.gov indicating there were no laboratory results received for that month.
- i. Manually enter or ensure electronic entry of all case report forms, adult and pediatric, associated with HIV/AIDS in the appropriate format in the System Agency database(s) within fourteen (14) days of case identification.
- j. Provide information, feedback, and clarification, as directed by System Agency Central Office staff, by requested timeframe or within ten (10) working days of an inquiry.

2. Completeness

- a. Ensure completeness of case reporting provided to System Agency by conducting the following activities at least monthly: fully reviewing monthly data quality reports and regularly reviewing System Agency surveillance systems to identify any inconsistencies or gaps in laboratory reporting. Grantee is encouraged to implement additional methods of evaluating completeness of key source reporting, after first receiving System Agency written approval.
- b. Ensure HIV/AIDS case report forms are accurate and complete in accordance with guidance provided in the 2023 Texas HIV Surveillance Procedure Manual.
- c. Collect reports of HIV and AIDS cases diagnosed and/or treated, which health care providers (e.g., physicians, HIV service providers, etc.) are required to complete under TAC Title 25, Part 1, Chapter 97, Subchapter F, Rule §97.132. For each HIV and AIDS case diagnosed or treated in Grantee's Designated Service Area, Grantee will complete the appropriate pediatric case report form (PCRF) or adult case report form (ACRF) in accordance with guidance provided in the 2023 Texas HIV Surveillance Procedure Manual.
- d. Collect reports of pediatric HIV and AIDS cases diagnosed and/or treated, infants born exposed to HIV, and pregnant women living with HIV diagnosed and/or treated, which health care providers (e.g., physicians, HIV service providers, etc.) and laboratories are required to complete under TAC Title 25, Part 1, Chapter 97, Subchapter F, Rule §97.132. Grantee is responsible for collecting the reports within Grantee's Designated Service Area. For each perinatal exposure investigated, Grantee will complete a pediatric case report form (PCRF), along with an updated adult case report form (ACRF) for infant's mother.
- e. Collect all required data elements to conduct HIV surveillance follow-up activities, including conducting medical record abstractions within three months of diagnosis for all patients seen in Grantee's Designated Service Area to properly report all HIV and AIDS cases diagnosed and/or treated within Grantee's Designated Service Area.
- f. Abstract medical records requested by another jurisdiction in Texas within the timeframes outlined in the 2023 Texas HIV Surveillance Procedure Manual.
- g. Conduct an investigation to verify any reported adult and/or pediatric HIV or AIDS death and abstract medical chart when appropriate within Grantee's Designated Service Area in accordance with the 2023 Texas HIV Surveillance Procedure Manual.

- h. Follow procedures as outlined in the 2023 Texas HIV Surveillance Procedure Manual to request out-of-state record searches to be conducted by System Agency.
- i. Manage all laboratory reports in the System Agency’s designated surveillance database(s) in accordance with the 2023 Texas HIV Surveillance Procedure Manual.
- j. Maintain an efficient tracking mechanism, either by paper or electronic file, to record outcomes for all laboratory reports received by local site (including all laboratory reports received through Electronic Laboratory Report and all paper laboratory reports received directly from providers or labs). Grantee must be able to promptly produce surveillance site standings at any given time (i.e., number of cases reported for the month, number of medical record abstractions completed, cases with incomplete algorithms, type of cases completed (new), update to AIDS, perinatal exposure, pregnancy update and number of cases pending along with estimated dates of completion).
- k. Grantee will complete or obtain HIV Testing and Treatment History information from the reporting provider to complete the testing and treatment history data elements on the ACRF in accordance with guidance from the 2023 Texas HIV Surveillance Procedure Manual.

3. Timeliness

- a. Ensure a case report form is completed, entered into the System Agency’s designated surveillance database(s), and submitted to System Agency for all confirmatory Laboratory Reports within sixty (60) days of collection date of the initial laboratory or morbidity report (required for all cases) and within six (6) months for cases transitioned to AIDS since HIV diagnosis. If the Grantee is an Ending the HIV Epidemic (EHE) funded county, the case report form must be entered into the System Agency’s designated surveillance database(s) within thirty (30) days of collection date of the initial laboratory or morbidity report.
- b. Ensure a case report form is entered into the System Agency’s designated surveillance database(s) within three (3) months of initial notification for all suspected HIV cases not confirmed through receipt of an algorithm diagnosing HIV (e.g., probable cases ascertained through matches with other databases, routine viral loads, medications, etc.).

4. Pediatric

- a. Collect copies of reports of pediatric HIV and AIDS cases of diagnosed and/or treated infants born exposed to HIV, and copies of reports for HIV-positive pregnant women diagnosed and/or treated in Grantee’s Designated Service Area, which health care providers (e.g., physicians, HIV service providers, etc.) and laboratories are required to complete under TAC Title 25, Part 1, Chapter 97, Subchapter F, Rule §97.132. If provider does not complete a case report form or does not provide sufficient information on the case report form, Grantee is responsible for abstracting the required case report form information from the provider’s medical records and ensuring entry in the System Agency’s designated surveillance database(s).
- b. Follow up on perinatal HIV-exposed infants every six (6) months to ensure that all infants born to women living with HIV have an HIV status determined by eighteen (18) months of age and enter the pediatric case report forms in the System Agency’s

designated surveillance database(s) in a timely manner (reference 2023 Texas HIV Surveillance Procedure Manual). For each perinatal exposure investigated, Grantee will complete a PCRf, along with an updated ACRF for infant’s mother.

- c. Review every collected pediatric HIV case in System Agency’s designated surveillance database(s), birth match, and other sources, at least once to identify AIDS-defining conditions and update registry with a medical record abstraction.
- d. Abstract medical charts for pediatric case reports at each of the birth hospital, the mother’s health provider’s office and the infant’s health provider’s office. Maintain an electronic list of negative Polymerase Chain Reaction (PCR) tests for infants, to include name of laboratory and doctor ordering the test and maintain copies of all reporting laboratory test results for pediatric cases.
- e. Assist System Agency staff, as directed, in the development of prevention plans and the implementation of prevention activities to reduce the perinatal transmission of HIV.
- f. Collect all required data elements to conduct Perinatal HIV Surveillance activities, including reviewing and conducting medical record abstractions of the mother’s and child’s medical records in Grantee’s Designated Service Area to properly report all perinatally-exposed cases diagnosed and/or treated within Grantee’s Designated Service Area. Enter the required data elements in the System Agency’s designated surveillance database(s) in a timely manner (reference 2023 Texas HIV Surveillance Procedure Manual).

E. EPIDEMIOLOGIC INVESTIGATIONS

Grantee will:

- 1. Inform System Agency of newly reported cases of public health importance (COPHI), within three (3) business days of receipt of case report. Initiate epidemiologic investigations through contact with appropriate health care providers and a review of patients’ medical records. Refer to the 2023 Texas HIV Surveillance Procedure Manual for COPHI case definitions.
- 2. Determine the need for public health follow-up on all HIV-positive test results within three (3) business days of receipt of the test results. If no clear determination can be made within the three (3) business days, the HIV test results should be sent to a Disease Intervention Specialist (DIS) for investigation.
- 3. Perform continuous epidemiological follow-up on all cases missing key pieces of information and ensure data entry in the System Agency’s designated surveillance database(s).
- 4. Assist DSHS Program with other epidemiologic investigations, as directed by System Agency Program. Adhere to all deadlines set by System Agency for other epidemiologic investigations including, but not limited to, cluster investigations, special perinatal activities and data to care activities.

F. SECURITY

Grantee will:

- 1. Designate, from its staff, a Local Responsible Party (LRP) who has the overall responsibility for ensuring the security of the HIV/STD confidential information maintained by Grantee as part of activities under this Contract. The LRP must:

- a. Ensure appropriate policies/procedures are in place for handling confidential information, for the release of confidential HIV/STD data, and for the rapid response to suspected breaches of protocol and/or confidentiality. These policies and procedures must comply with System Agency policies and procedures (Grantee may choose to adopt those System Agency policies and procedures as its own);
 - b. Ensure security policies are reviewed periodically for efficacy, and that Grantee monitors evolving technology (e.g., new methods that may be used to illegally access confidential data including artificial intelligence; new technologies for keeping confidential data protected from security breaches) on an ongoing basis to ensure that the program's data remain as secure as possible;
 - c. Approve any Grantee staff requiring access to HIV/STD confidential information. LRP will grant authorization to Grantee staff who have a work-related need (i.e., work under this Contract) to view HIV/STD confidential information;
 - d. Maintain a list of authorized Grantee staff persons who are authorized to view and work with HIV/STD confidential information. The LRP will review the authorized user list ten (10) days from the effective date of this Contract to ensure it is current. All Grantee staff with access to confidential information will have a signed copy of a confidentiality agreement on file and it must be updated once during the term of this Contract;
 - e. Ensure that all Grantee staff with access to confidential information will be trained on security policies and procedures before access to confidential information is granted and that this training will be renewed once during the term of this Contract; and
 - f. Thoroughly and quickly investigate all suspected breaches and violations of protocol and/or privacy incidences of confidentiality in consultation with the System Agency LRP, all in compliance with the System Agency HIV/STD Section Breach of Confidentiality Response Policy located at <http://www.dshs.texas.gov/hivstd/policy/security.shtm>.
2. Have procedures to ensure computers and networks meet System Agency security standards, as certified by System Agency IT staff, verified during the biannual site visit.
 3. Have procedures to ensure termination requests for the System Agency's designated surveillance database(s) user account(s) are sent to System Agency within one (1) business day of the identification of need for account termination.
 4. Have procedures to ensure transfer of secure data electronically using GlobalScape or current secure file transfer system.
 5. Have procedures to ensure a visitor log for individuals entering the secured areas is maintained and reviewed quarterly by the LRP.
 6. The LRP will verify System Agency's designated surveillance database(s) users are updating passwords every ninety (90) days as required.
 7. Have procedures to ensure confidential data and documents are:
 - a. Maintained in a secured area;
 - b. Locked away when not in use;
 - c. Not left in plain sight; and
 - d. Shredded before disposal.
 8. Complete Local Responsible Party (LRP) Biannual Security Checklist provided by System Agency biannually. The LRP reports are found at [TB/HIV/STD Section Bi-Annual Report](#). The most up-to-date information for reporting guidelines can be found at <https://www.dshs.texas.gov/hivstd/policy/security.shtm>.

9. Provide a list to System Agency of personnel with access to secured areas and of all identified personnel who have received security training.
10. Provide a list to System Agency of personnel with access to all network drives where confidential information is stored.
11. Ensure confidential data transmissions to System Agency or other approved partners are encrypted and transmitted via secured means.
12. Ensure files are scanned to a secure network drive (not scanned to email or any other unsecure directory).
13. Ensure all flash drives used by surveillance staff are encrypted.
14. Ensure confidential data is stored on stand-alone computers or on a secure drive of computers on a secure network.
15. Ensure a list of authorized users with access to confidential data is maintained and limited to those approved by the LRP.
16. Have systems in place to ensure confidential data taken out of the Surveillance secured area are: minimized to essential data required; stored in secure devices; and encrypted.
17. Ensure if Surveillance-issued laptops are used, all have updated virus protection software.
18. Ensure computers with confidential information have power-on and screensaver passwords with time-out setting of ten (10) minutes or less.
19. Ensure Surveillance staff computer passwords are not shared or visible to other users.
20. Ensure shredders, printers, and fax machines for confidential data are housed in a secured area limited to those approved by the LRP.
21. Ensure if shredding is outsourced, the shredder is bonded for working with health information.
22. Ensure HIV/STD terminology usage is excluded from outgoing faxes, including cover sheet, header and footer.
23. Ensure computers and networks meet System Agency security standards, as certified by System Agency IT staff.

G. FURTHER REQUIREMENTS

Grantee will:

1. Accuracy

- a. Diligently work to ensure 80% of case report forms had no major discrepancies (missing, unknown or drastically different) when compared to information found during chart re-abstractions (based on a random case sample).

2. Completeness

- a. Provide complete and legitimate information for the following ten (10) data elements for each HIV/AIDS case report 97% of the time:
 - i. Legal name;
 - ii. Race/ethnicity;
 - iii. Sex;
 - iv. Facility of Diagnosis;
 - v. Date of Diagnosis;
 - vi. Date of Birth;

- vii. Diagnostic Status;
 - viii. Valid date of death for vital status indicated as “dead;”
 - ix. Residence at diagnosis; and
 - x. Vital Status (alive or deceased).
- b. Provide complete and legitimate risk information in accordance with the 2023 Texas HIV Surveillance Procedure Manual for eighty-five percent (85%) of cases at minimum.
 - c. Ensure 97% of cases were CDC eligible and had no required fields missing.
 - d. Ensure 97% of case report forms had valid information in the form information fields.
 - e. Report 95% of expected number of new cases for the diagnosis year.
 - f. Contact 100% of major HIV reporting facilities monthly for active surveillance.
 - g. Ensure at least ten (10) HIV reporting facilities receive in-person or virtual provider education annually, focusing on those facilities which failed to link 85% of newly diagnosed patients to care within thirty (30) days of diagnosis, measured by comparing dates of CD4 and viral load testing to diagnosis date.
 - h. Ensure the transfer of 100% of HIV-related laboratory results received by Grantee locally to System Agency ELR Coordinator within three (3) working days or provide written notification that there were no laboratory results received for the month, by the close of business on 30th day of each month. Grantee may send a written request to System Agency Program to extend the timetable for transferring laboratory reports, which must be received at least twenty-four (24) hours in advance of the deadline at issue. Any such request shall be submitted by email.
 - i. Ensure Grantee’s policy outlines how public health follow-up will be made within three (3) business days of the receipt of the test results. If no clear determination can be made within the three (3) business days, the HIV test results must be sent to a Disease Intervention Specialist (DIS) for investigation.
 - j. Ensure that 70% of newly diagnosed cases have prior antiretroviral (ARV) use history in accordance with the 2023 Texas HIV Surveillance Procedure Manual.
 - k. Ensure that 70% of newly diagnosed cases have a known value for previous negative HIV test in accordance with the 2023 Texas HIV Surveillance Procedure Manual.
 - l. Ensure that 50% of newly diagnosed cases have a known value for previous negative HIV test date in accordance with the 2023 Texas HIV Surveillance Procedure Manual.
 - m. Ensure 100% of perinatal cases had mother’s Stateno entered (or comments indicating surveillance efforts taken for not found cases).
 - n. Ensure 85% of prenatal care records were reviewed for all newly reported exposed infants (if it is indicated that the mother received prenatal care).
 - o. Ensure all HIV-positive pregnant women were monitored and followed up with at the estimated delivery date.
 - p. Ensure 90% of the responses to the ARV usage during pregnancy question were not blank or unknown.
 - q. Ensure 90% of the responses to the ARV usage during labor and delivery questions were not blank or unknown.
 - r. Ensure 90% of the responses to the neonatal ARV usage question were not blank

- or unknown.
- s. Ensure 90% of the responses to the prenatal care question were not blank or unknown.
- t. Ensure 85% of labor and delivery records were reviewed for all newly reported exposed infants.
- u. Ensure 100% of PCRFS were completed for all exposed infants born in the jurisdiction, at least 90% being completed by Grantee staff.

3. Timeliness

- a. Ensure appropriate follow-up of all new adult HIV cases (newly diagnosed and eligible cases not previously captured in the System Agency's designated surveillance database(s)) in accordance with the 2023 Texas HIV Surveillance Procedure Manual.
- b. For at least 85% of eligible cases, conduct and enter a medical record abstraction into the System Agency's designated surveillance database(s) within three (3) months of diagnosing laboratory result.
- c. Ensure appropriate follow-up of all AIDS cases in accordance with the 2023 Texas HIV Surveillance Procedure Manual.
- d. For at least 90% of cases, conduct and enter a medical record abstraction into the System Agency's designated surveillance database(s), on all AIDS cases within six (6) months of AIDS-defining laboratory result or indication of opportunistic infection (OI).
- e. Ensure that all infants born to HIV-positive women have an HIV status determined (i.e., not be coded as indeterminate) within eighteen (18) months after the birth at least 85% of the time.
- f. Ensure 90% of newly diagnosed cases are reported into the System Agency's designated surveillance database(s) within six (6) months of diagnosis and all CDC required fields are completed.
- g. Ensure 95% of confirmed cases have an associated case report form entered in the System Agency's designated surveillance database(s) within ninety (90) days of diagnosis. If the Grantee is an EHE funded county, the case report form must be entered into the System Agency's designated surveillance database(s) within thirty (30) days of collection date of the initial laboratory or morbidity report.
- h. Ensure 80% of confirmed cases in the System Agency's designated surveillance database(s) have an associated Case Report Form entered in the System Agency's designated surveillance database(s) within sixty (60) days of diagnosis. If the Grantee is an EHE funded county, the case report form must be entered into the System Agency's designated surveillance database(s) within thirty (30) days of collection date of the initial laboratory or morbidity report.
- i. Ensure 100% of potential cases of public health importance (COPHI) are reported to DSHS Central Office within three (3) days of identification or provider notification.
- j. Ensure 100% of newly identified cases are referred to Public Health Follow-Up within three (3) days of receipt of confirmatory lab report.
- k. Ensure 90% of newly diagnosed Out of Jurisdiction (OOJ) cases are completed and entered into the System Agency's designated surveillance database(s) within ninety (90) days of diagnosis.

- l. Ensure 90% of updates to AIDS OOJ cases referred from surveillance counterparts are completed and entered in the System Agency’s designated surveillance database(s) within six (6) months of AIDS-defining lab or opportunistic infection.
- m. Ensure 100% of potentially exposed infants are investigated within three (3) months through timely completion of birth certificate match.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee’s performance of the requirements in this Attachment A-1 and compliance with the Contract’s terms and conditions.

III. REPORTING REQUIREMENTS

- A. Grantee shall maintain an inventory of equipment, supplies, and real property. Grantee shall submit an annual cumulative report on DSHS Grantee’s Property Inventory Report (GC-11)) to the DSHS Contract Representative and FSOequip@dshs.texas.gov by email 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 do not include a capitalized asset, real property, an improvement to real property, or infrastructure.
- B. Grantee shall submit a Financial Status Report (FSR-269A) biannually, and the final FSR and final invoice are due thirty (30) days after the end of the Contract term.
- C. Reports are due as follows:

Report	Frequency	Period Start	Period End	Due Date
Financial Status Report (FSR)	First six (6) months	9/1/2025	2/28/2026	03/31/2026
Final FSR	Remaining six (6) months	3/1/2026	8/31/2026	10/1/2026
Property Inventory Report	Annually	9/1/2025	8/31/2026	10/15/2026

IV. INVOICE AND PAYMENT

- A. Invoices must be submitted monthly. Grantee shall submit timely “zero dollar” invoices if Grantee does not incur expenses during the month. Invoices and all supporting documentation must be emailed to invoices@dshs.texas.gov and

cmu.invoices@dshs.texas.gov simultaneously by the 30th day following the monthly reporting period. Grantee shall submit a final close-out invoice and final financial status report no later than thirty (30) calendar days following the end of each Contract period. Invoices received more than thirty (30) calendar days past the end of the Contract term are subject to denial of payment.

B. DSHS will monitor Grantee's expenditures on a biannual basis. If expenditures are below the Contract amount of the budget year, then, 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.

C. DSHS-approved budget may be revised by Grantee in accordance with the following requirements:

1. For any transfer between budget categories, Grantee shall provide notification of transfer between budget categories by submission of a request for budget change in DSHS-directed format (hereafter the "Budget Change Form") to the DSHS Contract Representative, highlighting the areas affected by the budget transfer and written justification for the transfer request. After DSHS review, the designated DSHS Contract Representative will provide notification of acceptance or rejection to Grantee by email.

2. For transfer of funds between budget categories, other than the 'Equipment' and 'Indirect Cost' categories, for less than or equal to a cumulative twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall timely submit the Budget Change Form for DSHS approval. If approved, the revised budget will be incorporated into the Contract.

3. For transfer of funds between budget categories, other than the 'Equipment' and 'Indirect Cost' categories, that cumulatively exceeds twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Budget Change Form and request DSHS approval.

4. Any transfer between budget categories that includes 'Equipment' and/or 'Indirect Cost' categories must be incorporated by amendment. Grantee shall submit timely written notification to DSHS Contract Representative using the Budget Change Form and request DSHS approval. If the revision is approved, the budget revision is not authorized and the funds cannot be utilized until an amendment incorporating the change(s) is executed by the Parties.

**ATTACHMENT B-1
REVISED BUDGET**

SEPTEMBER 1, 2025-August 31, 2026

BUDGET CATEGORIES	September 1, 2025-August 31, 2026
PERSONNEL	\$129,166.00
FRINGE BENEFITS	\$48,825.00
TRAVEL	\$3,650.00
EQUIPMENT	\$00.00
SUPPLIES	\$1,858.00
CONTRACTUAL	\$00.00
OTHER	\$1,000.00
TOTAL DIRECT CHARGES	\$184,499.00
INDIRECT CHARGES	\$27,675.00
TOTAL	\$212,174.00

SIGNED AND EXECUTED this _____ day of _____, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:



Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

HEALTH AND HUMAN SERVICES
Contract Number HHS001538200001
Attachment C1 CONTRACT AFFIRMATIONS

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

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

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

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

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

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

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

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

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

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

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

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state’s Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. 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 X, 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. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. 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.

43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) 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. 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.

45. 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.

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

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

47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. 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.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

50. 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.

51. 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.

52. 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.

53. 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.

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:

Tarrant County

Legal Name of Contractor

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

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')

Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signature of Authorized Representative

Honorable Tim O'Hare

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

100 E Weatherford St.

Physical Street Address

Mailing Address, if different

817-884-1040

Phone Number

countyjudgegrants@tarrantcountytexas.gov

Email Address

75-6001170

Federal Employer Identification Number

N/A

Texas Franchise Tax Number

DBH1UNN8U5J3

SAM.gov Unique Entity Identifier (UEI)

Date Signed

County Judge

Title of Authorized Representative

Fort Worth, TX 76196-0103

City, State, Zip Code

City, State, Zip Code

N/A

Fax Number

68365220

DUNS Number

17560011706

Texas Identification Number (TIN)

N/A

**Texas Secretary of State Filing
Number**



Attachment H-1

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: Tarrant County	FFATA Contact: (Name, Email and Phone Number): Honorable Tim O'Hare, County Judge countyjudgegrants@tarrantcountytx.gov 817-884-1040
Primary Address of Contractor: 100 E Weatherford St.	Zip Code: 9-digits required www.usps.com 76196-0103
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov DBH1UNN8U5J3	State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits: 17560011706

Printed Name of Authorized Representative: Honorable Tim O'Hare	Signature of Authorized Representative
Title of Authorized Representative County Judge	Date Signed

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

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

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

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

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

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

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

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

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

C. Certification Regarding Public Access to Compensation Information.

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

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

N/A

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:

N/A

Certificate Of Completion

Envelope Id: 29E773F8-4F1F-402D-BA7F-ADD76564B259

Status: Sent

Subject: Please DocuSign: AMENDING \$353,624.00; HHS001538200001; Tarrant Cty; A-1; HIV/SUR-FC

Source Envelope:

Document Pages: 31

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

CMS Internal Routing Mailbox

AutoNav: Enabled

11493 Sunset Hills Road

Envelopeld Stamping: Enabled

#100

Time Zone: (UTC-06:00) Central Time (US & Canada)

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 167.137.1.9

Record Tracking

Status: Original

Holder: CMS Internal Routing Mailbox

Location: DocuSign

4/17/2025 3:47:42 PM

CMS.InternalRouting@dshs.texas.gov

Signer Events

Signature

Timestamp

Judge Tim O'Hare

countyjudgegrants@tarrantcountytx.gov

County Judge

Tarrant County

Security Level: Email, Account Authentication
(None)

Sent: 4/17/2025 4:05:28 PM

Viewed: 4/17/2025 4:33:51 PM

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

Josh Hutchison

Josh.Hutchison@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

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
<p>Abram Oliver AJOliver@TarrantCounty.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 4/17/2025 4:05:28 PM Viewed: 4/22/2025 8:15:19 AM</p>
<p>Carmen Garcia cmgarcia2@tarrantcountytx.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 4/17/2025 4:05:28 PM Viewed: 4/17/2025 4:11:41 PM</p>
<p>MB PHContracts mb_phcontracts@tarrantcountytx.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 4/17/2025 4:05:27 PM</p>
<p>CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Martha Jasse Martha.Jasse@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/17/2025 4:05:28 PM
Payment Events	Status	Timestamps