

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS001315700014  
AMENDMENT NO. 2**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency” or “DSHS”) and **COLLIN COUNTY HEALTH CARE SERVICES** (“Grantee”), who are collectively referred to herein as the “Parties,” to that certain Texas Epidemiology Capacity Expansion Grant contract to conduct surveillance and epidemiology activities for all notifiable conditions under the responsibility of the Emerging and Acute Infectious Disease Unit (EAIDU/SUR), effective September 1, 2023, and denominated DSHS Contract No. HHS001315700014 (“Contract”), as amended, now desire to further amend the Contract.

**WHEREAS**, the Parties desire to revise the Budget to include an Indirect Cost Rate;

**WHEREAS**, the Parties desire to add a De Minimis Acknowledgement Letter to the Contract; and,

**WHEREAS**, the Parties desire to update the Contract Affirmations.

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

1. **SECTION V** of the Contract, **BUDGET**, is hereby amended to include an Indirect Cost Rate for the period beginning September 1, 2025, and ending August 31, 2027, and is revised to read as follows:

The total amount of this Contract will not exceed **\$684,892.00**. Grantee is not required to provide matching funds.

Total Federal Funds: \$0.00

Total State Funds: \$684,892.00

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B-2, REVISED BUDGET**.

**Indirect Cost Rate:** The Grantee’s acknowledged Indirect Cost Rate (ICR) is contained within **ATTACHMENT B-2, REVISED BUDGET** and the De Minimis Acknowledgement Letter is attached to this Contract and incorporated as **ATTACHMENT G**. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

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

2. **ATTACHMENT B-1** of the Contract, **REVISED BUDGET**, is hereby deleted in its entirety and replaced with **ATTACHMENT B-2, REVISED BUDGET**.
3. **ATTACHMENT C-1** of the Contract, **HHS CONTRACT AFFIRMATIONS v. 2.5, EFFECTIVE NOVEMBER 2024**, is hereby deleted in its entirety and replaced with **ATTACHMENT C-2, HHS CONTRACT AFFIRMATIONS v. 2.6, EFFECTIVE JULY 2025**.
4. **ATTACHMENT G, DE MINIMIS ACKNOWLEDGEMENT LETTER (APRIL 29, 2025)**, attached to this Amendment No. 2, is hereby added to and incorporated into and made part of the Contract for all purposes.
5. This Amendment No. 2 shall be effective as of the date last signed below.
6. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
7. Any further revisions to the Contract shall be by written agreement of the Parties.
8. Each Party represents and warrants that the person executing this Amendment No. 2 on its behalf has full power and authority to enter into this Amendment.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 2  
DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS001315700014**

**DEPARTMENT OF STATE HEALTH SERVICES    COLLIN COUNTY HEALTH CARE SERVICES**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

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

- ATTACHMENT B-2    REVISED BUDGET**
- ATTACHMENT C-2    HHS CONTRACT AFFIRMATIONS V. 2.6, EFFECTIVE JULY 2025**
- ATTACHMENT G    DE MINIMIS ACKNOWLEDGEMENT LETTER (APRIL 29, 2025)**

**ATTACHMENT B-2**

**REVISED BUDGET**

**Contract No. HHS001315700014**

<b>Categorical Budget</b>	<b>Budget Period: September 1, 2023 To August 31, 2024</b>	<b>Budget Period: September 1,2024 To August 31, 2025</b>	<b>Budget Period: September 1, 2025 To August 31, 2026</b>	<b>Budget Period: September 1, 2026 To August 31, 2027</b>	<b>Total Contract Amount</b>
Personnel	\$125,407.50	\$125,407.50	\$112,644.00	\$115,260.00	\$478,719.00
Fringe Benefits	\$45,815.50	\$45,815.50	\$41,340.00	\$38,704.00	\$171,675.00
Travel	\$0.00	\$0.00	\$117.00	\$137.00	\$254.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total Direct Charges	\$171,223.00	\$171,223.00	\$154,101.00	\$154,101.00	\$650,648.00
Indirect Charges	\$0.00	\$0.00	\$17,122.00	\$17,122.00	\$34,244.00
<b>Total</b>	<b>\$171,223.00</b>	<b>\$171,223.00</b>	<b>\$171,223.00</b>	<b>\$171,223.00</b>	<b>\$684,892.00</b>

**HEALTH AND HUMAN SERVICES**  
**Contract Number HHS001315700014**  
**Attachment C2 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(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 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. 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.

**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)**

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.

**46. Office of Inspector General Investigative Findings Expert Review**

Through August 31, 2025 (when amended eff. Sep. 1, 2025, pursuant to House Bill 142, Acts 2025, 89<sup>th</sup> Leg., R.S.), if Texas Government Code, Section 544.0106 is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

**47. 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.

**48. 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.

**49. 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.

**50. 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.

**51. 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.

- 52.** 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.

**53. 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.

**54. 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.

**55. 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.

**56. Equal Employment Opportunity**

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

**57. 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).

**58. 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.

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

---

**Legal Name of Contractor**

---

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

---

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

---

**Signature of Authorized Representative**

---

**Date Signed**

---

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

---

**Title of Authorized Representative**

---

**Physical Street Address**

---

**City, State, Zip Code**

---

**Mailing Address, if different**

---

**City, State, Zip Code**

---

**Phone Number**

---

**Fax Number**

---

**Email Address**

---

**DUNS Number**

---

**Federal Employer Identification Number**

---

**Texas Identification Number (TIN)**

---

**Texas Franchise Tax Number**

---

**Texas Secretary of State Filing  
Number**

---

**SAM.gov Unique Entity Identifier (UEI)**



**TEXAS**  
Health and Human  
Services

**Cecile Erwin Young**  
Executive Commissioner

April 29, 2025

Collin County  
Janna Benson-Caponera, Grant Accounting & Reporting Manager  
2300 Bloomdale Road Suite 3100  
McKinney, TX 75071  
Email: [jbenson-caponera@co.collin.tx.us](mailto:jbenson-caponera@co.collin.tx.us)

Texas Identification Number: 17560008736

Re: De Minimis Indirect Cost Rate

Greetings:

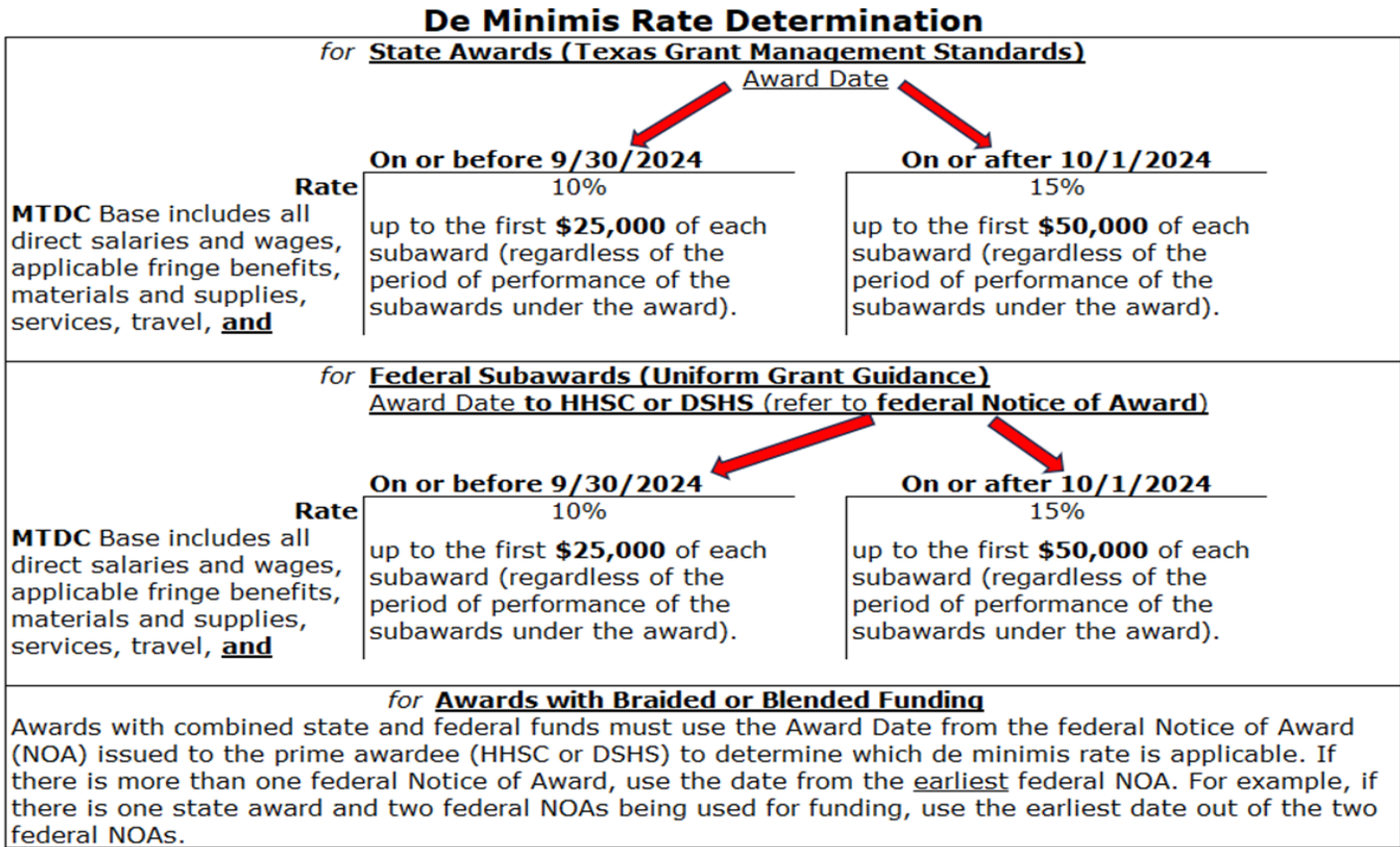
Thank you for your submission of the Indirect Cost Rate Questionnaire and related documentation for review and consideration by the Health and Human Services (HHS) Indirect Cost Rate Group.

HHS approves the use of the de minimis indirect cost rate based on your certification that your organization does not have a current federal or state negotiated indirect cost rate. Acknowledgment of the rate is based on the condition that the information provided by your organization is accurate.

Please note that grants utilizing federal funds are federal subawards. For federal subawards, the effective date of the award refers to the date on which the federal award was awarded to HHSC/DSHS. Regarding federal awards to HHSC/DSHS that occurred prior to October 1, 2024, HHSC/DSHS is prohibited from applying the October 1, 2024 provisions until the federal awarding agency has taken action to apply the changes to that preexisting award. This may result in your subaward remaining subject to the previous requirements, even if your subaward was issued on or after October 1, 2024. Please refer to your grant agreement for the federal award date.

The de minimis indirect cost rate must be applied consistently across all awards unless there are grant or statutory restrictions. Any changes which may affect the eligibility to use the rate must be reported to HHS within 30 days of the change (i.e., obtaining a federally or other state agency negotiated indirect cost rate).

The table below outlines the applicable de minimis rate and Modified Total Direct Costs (MTDC) base determined by the award date and funding type (state, federal or combined braided/blended funding).



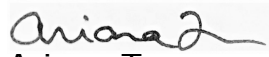
The De Minimis rate is effective indefinitely, or until your organization switches to a negotiated rate (with us or another state or federal agency) or declines indirect cost recovery. Your organization must notify the HHS Indirect Cost Rate Group should this occur.

For answers to frequently asked questions, please see the attached FAQ document.

If you have questions regarding the date of the award issued to HHSC/DSHS from the federal awarding agency, please contact your contract manager.

If you have any other questions, you may email the Indirect Cost Rate Group at [IndirectCostRateGroup@hhs.texas.gov](mailto:IndirectCostRateGroup@hhs.texas.gov). You may also submit a Technical Assistance request via the [Indirect Cost Rate Group Landing Page](#).

Sincerely,

  
Ariana Torres  
Manager

Indirect Cost Rate Group | Federal Funds |  
Health & Human Services Commission |  
4601 W. Guadalupe Street | Austin, TX 78751 | Mail Code 1475 |  
Office: 737-867-7138 | Cell: 512-497-1419 |  
Email: [Ariana.Torres@hhs.texas.gov](mailto:Ariana.Torres@hhs.texas.gov) |

## FAQ's: New De Minimis Rate

**Q-1.** My organization utilizes the de minimis rate and was issued a federal subaward on October 1, 2024. The federal Notice of Award to HHSC/DSHS is from July 1, 2024. Do I use the old de minimis rate or the new de minimis rate?

**A-1.** The old de minimis rate would apply. Unless the federal awarding agency has given specific guidance allowing the new de minimis rate to be used for awards issued prior to October 1, 2024, then the old de minimis rate must be used. Most federal awarding agencies – including the U.S. Department of Health and Human Services - did NOT apply the new regs to awards issued before October 1, 2024.

**Q-2.** My organization utilizes the de minimis rate and was issued a federal subaward for a five-year term. The federal Notice of Award that my subaward was issued under is before October 1, 2024.

**A-2.** The old de minimis rate would apply unless the federal awarding agency has given specific guidance allowing the new de minimis rate to be used for awards issued prior to October 1, 2024. Most federal awarding agencies – including the U.S. Department of Health and Human Services - did NOT apply the new regs to awards issued before October 1, 2024. However, if a new federal Notice of Award is issued to HHSC/DSHS for your subaward renewal, then the renewal may qualify, depending on the date of the new Notice of Award to HHSC/DSHS.

**Q-3.** My federal Notice of Award Date is October 2024, but my budget period begins in September 2023. Which de minimis applies in this situation?

**A-3.** The old de minimis rate applies in this situation since your budget period begins before October 1, 2024, unless the federal awarding agency has amended the grant terms to specifically adopt the new rate.



**Certificate of Indirect Costs**

De Minimis Indirect Cost Rate

<b>Section 1: Organization Information</b>	
<b>Organization Name:</b>	Collin, County Of
<b>Texas Identification Number (TIN):</b>	17560008736
<b>Fiscal Year End Date:</b>	September 30
<b>Mailing Address:</b>	2300 Bloomdale Road, Suite 3100
<b>City, State, Zip code:</b>	McKinney, TX 75071
<b>Phone Number:</b>	972-548-4638
<b>Email Address:</b>	jcaponera@co.collin.tx.us

**Section 2: Certification of de minimis Indirect Cost Rate and Eligibility**

An award recipient that proposes to use federal grant funds to pay for indirect costs but does not have a negotiated indirect cost rate may elect to charge the de minimis rate which may be used indefinitely. (2 CFR § 200.414) In order to charge the de minimis rate, the award recipient should submit this certification form to the Texas Health and Human Services (HHS) Indirect Cost Rate Group.

I certify that this Organization:Collin, County Of meets the following eligibility criteria and agrees to the following conditions in order to use the de minimis indirect cost rate:

- 1.The award recipient does not have a current negotiated indirect cost rate with any federal or state agency.
- 2.The award recipient will not use any unrecovered indirect costs as cost-sharing or match, unless prior approval is granted by the HHS Indirect Cost Rate Group and a negotiated indirect cost rate is established.
- 3.The award recipient will not earn or keep any profit resulting from federal financial assistance, unless explicitly authorized by the terms and conditions of the award.
- 4.If the award recipient is a governmental entity, the award recipient has received less than \$35 million in direct federal funding for the fiscal year requested. A governmental award recipient will inform the HHS Indirect Cost Rate Group any time more than \$35 million is anticipated to be received during a single fiscal year.
- 5.The award recipient will inform HHS Indirect Cost Rate Group upon submission of an indirect cost rate proposal to a federal or state awarding agency, or upon the receipt of a negotiated indirect cost rate from a federal or state awarding agency.



**TEXAS**  
Health and Human Services

**Certificate of Indirect Costs**

De Minimis Indirect Cost Rate

**Section 2: Certification of de minimis Indirect Cost Rate and Eligibility**

6. The de minimis rate will be applied to the Modified Total Direct Costs (MTDC) base.

7. The MTDC base includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 or \$50,000 of each subaward (regardless of the period of performance of the subawards under the award); excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000 or \$50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

8. The applicable de minimis rate and portion of subawards (\$25,000 or \$50,000) to be included in the MTDC calculation is dependent on the fund source and date of award. Your de minimis acknowledgement letter will outline the de minimis regulations and applicability.

9. The project costs will be consistently charged as either indirect or direct and will not be double charged to state or federal awards.

10. The proper use and application of the de minimis rate is the responsibility of the award recipient. Health and Human Services may perform a financial monitoring review to ensure compliance with 2 CFR Part 200.

Signature:

Signature Date: 29-Apr-2025

Printed Name of Official: Robert D. Cone

Title of Official: County Auditor

## Certificate Of Completion

Envelope Id: FC780145-4CB7-4330-AC42-8BDB537C6F85  
Subject: Complete with Docusign: HHS00131500014 Collin County A-2 Signature Page.pdf  
Source Envelope:  
Document Pages: 22  
Certificate Pages: 2  
AutoNav: Enabled  
Envelopeld Stamping: Enabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent  
  
Envelope Originator:  
CMS Internal Routing Mailbox  
11493 Sunset Hills Road  
#100  
Reston, VA 20190  
CMS.InternalRouting@dshs.texas.gov  
IP Address: 167.137.1.18

## Record Tracking

Status: Original  
10/1/2025 2:47:36 PM  
Holder: CMS Internal Routing Mailbox  
CMS.InternalRouting@dshs.texas.gov  
Location: DocuSign

## Signer Events

### Signature

### Timestamp

Chris Hill, County Judge  
chill@co.collin.tx.us  
County Judge  
Collin County  
Security Level: Email, Account Authentication  
(None)

Sent: 10/1/2025 3:31:06 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

Varun Shetty  
Varun.Shetty@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
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<p>Bethany MacDonald bmacdonald@co.collin.tx.us Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 10/1/2025 3:31:04 PM Viewed: 10/2/2025 7:05:39 AM</p>
<p>Christian Jimenez cjimenez@co.collin.tx.us Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 10/1/2025 3:31:04 PM
<p>Taylor Burton tburton@co.collin.tx.us Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 10/1/2025 3:31:05 PM
<p>CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		

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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Payment Events	Status	Timestamps
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