

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. 537-18-0187-00001**

**AMENDMENT NO. 3**

The Department of State Health Services (“**System Agency**”) and Fort Bend County Health Department (“**Grantee**”), who are collectively referred to in this Amendment as the “**Parties**” or singularly as the “**Party**,” to that certain Cities Readiness Initiative contract effective July 1, 2017, and denominated as DSHS Contract No. 537-18-0187-00001, (the “**Contract**”), as amended, now desire to further amend the Contract.

**Whereas**, the Parties desire to revise the Budget to add additional funds for the Contract period beginning July 1, 2019, through June 30, 2020 (“**FY2020**”);

**Whereas**, the Parties desire to revise Federal Grant Information; and

**Whereas**, the Parties desire to revise the FY2020 Statement of Work.

**Now, therefore**, the Parties hereby amend the Contract as follows:

- Section IV** of the Signature Document, **Budget**, is hereby amended by adding **\$4,564.00** in federal funding for FY2020, with the Grantee providing a total of **\$456.00** in match funds. The total Contract amount is not to exceed **\$432,418.00** in federal funding and **\$43,242.00** in match funds for a combined total of **\$475,660.00**. All expenditures under the Contract will be in accordance with the revised budget set forth herein. Funds provided in support of one Contract activity may only be used for that activity and may not be comingled with other funds provided under this Contract.
- Attachment B, Budget**, is hereby amended and replaced in its entirety with the following:

Budget Categories	FY18 Budget Summary (7/1/17 – 6/30/18)	FY19 Budget Summary (7/1/18 – 6/30/19)	FY20 Budget Summary (7/1/19 – 6/30/20)	FY20 Budget Summary (7/1/19 – 6/30/20) - 3.2% Increase	Total Budget Summary
Personnel	\$43,451.00	\$48,870.00	\$61,372.00	\$0.00	\$153,693.00
Fringe Benefits	\$19,460.00	\$18,984.00	\$19,386.00	\$0.00	\$57,830.00
Travel	\$3,039.00	\$2,218.00	\$2,218.00	\$0.00	\$7,475.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$6,383.00	\$2,265.00	\$1,304.00	\$0.00	\$9,952.00
Contractual	\$72,000.00	\$72,000.00	\$72,000.00	\$0.00	\$216,000.00
Other	\$12,547.00	\$12,543.00	\$600.00	\$4,564.00	\$30,254.00
Sum of Direct Costs	\$156,880.00	\$156,880.00	\$156,880.00	\$4,564.00	\$475,204.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sum of Direct Costs and Indirect Costs	\$156,880.00	\$156,880.00	\$156,880.00	\$4,564.00	\$475,204.00
Required Match (Cash or In-Kind)	\$14,262.00	\$14,262.00	\$14,262.00	\$456.00	\$43,242.00
<b>TOTAL</b>	<b>\$156,880.00</b>	<b>\$156,880.00</b>	<b>\$156,880.00</b>	<b>\$5,020.00</b>	<b>\$475,660.00</b>

3. **Section VII** of the Base Contract Document, **Additional Grant Information**, is hereby revised as follows:

Federal Award Identification Number (FAIN): NU90TP922045

Federal Award Date: July 1, 2019

Name of Federal Awarding Agency: Centers for Disease Control and Prevention

CFDA Number and Name: 93.069 – Public Health Preparedness

Awarding Official Contact Information:

Name: Stephanie Vento

Address: 1600 Clifton Road, MS D29, DSLR, Atlanta, GA 30329

Phone: (404)960-9023

4. **Attachment A.3, FY2020 Statement of Work** is hereby amended and replaced in its entirety with **Attachment A.4, FY2020 Statement of Work**, which is attached hereto and incorporated into the Contract as if fully set forth therein.
5. This Amendment shall be effective upon execution by both Parties.
6. Except as amended by this Amendment, 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.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 3  
DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. 537-18-0187-00001**

**DEPARTMENT OF STATE HEALTH SERVICES    FORT BEND COUNTY HEALTH DEPARTMENT**

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

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

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

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

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

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

Date of Execution: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

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

**ATTACHMENT A.4 – FY2020 STATEMENT OF WORK**

**ATTACHMENT A.4**  
**FY2020 STATEMENT OF WORK**  
**(July 1, 2019 through June 30, 2020)**

**I. GRANTEE RESPONSIBILITIES**

Grantee will:

- A.** Perform activities in Fort Bend County (hereinafter the "Jurisdiction") in support of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement from the Centers for Disease Control and Prevention (CDC), and further, the Strategic National Stockpile (SNS) program, to comply with the PHEP Cooperative Agreement's capabilities-based approach. The Cities Readiness Initiative (CRI) requirements support the Medical Countermeasure Dispensing and Medical Material Management and Distribution capabilities. The CRI supports medical countermeasure distribution and dispensing for all-hazards events.
- B.** Coordinate activities and response plans within the jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.
- C.** Cooperate with System Agency to coordinate all planning, training, and exercises performed under this Contract with the State of Texas, Texas Division of Emergency Management, or other points of contact at the discretion of the Division for Regional and Local Health Operations, to ensure consistency and coordination of requirements at the local level and eliminate duplication of efforts between the various domestic preparedness funding sources in the state.
- D.** Utilize the Texas Medical Countermeasure (MCM) Program Manual, as amended, to develop and execute plans, thus preparing the Metropolitan Statistical Area (MSA) to provide medical countermeasures to the identified population during a large-scale public health emergency. The Texas MCM Program Manual is available through the Strategic National Stockpile (SNS) Central Office Team at [SNS@dshs.texas.gov](mailto:SNS@dshs.texas.gov). Grantee will meet the planning and operational standards as outlined in **Sections I(B)-(X)** of this Statement of Work, and the current Operational Readiness Review (ORR) Tool, as amended, that applies to the following Public Health Emergency Preparedness Capabilities:
  - 1. Primary Capabilities:
    - a. Capability 8: Medical Countermeasure Dispensing and Administration; and
    - b. Capability 9: Medical Material Management and Distribution.
  - 2. Support Capabilities:
    - a. Capability 1: Community Preparedness;
    - b. Capability 3: Emergency Operations Coordination;

**ATTACHMENT A.4**  
**FY2020 STATEMENT OF WORK**  
**(July 1, 2019 through June 30, 2020)**

- c. Capability 4: Emergency Public Information and Warning;
  - d. Capability 6: Information Sharing;
  - e. Capability 14: Responder Safety and Health; and
  - f. Capability 15: Volunteer Management.
- E.** Conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program (HSEEP) guidance.
- F.** Complete and submit the Operational Readiness Review (ORR) forms in Data Collation and Integration for Public Health Event Response (DCIPHER) and provide supporting documentation to DSHS Center for Health Emergency Preparedness and Response (CHEPR) External SharePoint twenty (20) business days prior to review. An ORR is required annually for this Contract. Refer to the “SNS CRI 2019-2020 Requirements” document for the required forms.

ORR forms include:

- 1. Jurisdictional Data Sheet
  - 2. Point of Dispensing
  - 3. Dispensing Planning
  - 4. Distribution Planning
  - 5. Site Activation Drill
  - 6. Staff Notification & Assembly Drill
  - 7. Facility Set-up Drill
  - 8. Dispensing Full-Scale Exercise (FSE) or Incident
  - 9. Dispensing Throughput Drill
  - 10. Distribution FSE or Incident
  - 11. Tabletop Exercise
  - 12. PHEP/Functional/Full Scale Exercise or Incident
  - 13. After Action Report (AAR) and Improvement Plan (IP)
  - 14. Training and Exercise Planning
- G.** Provide updated Transportation Spreadsheet for submission to DSHS CHEPR External SharePoint by April 1, 2020.
- H.** Complete and submit MCM Action Plans to DSHS CHEPR External SharePoint twice a year, on September 20<sup>th</sup> and April 20<sup>th</sup>.
- I.** Conduct one (1) dispensing Full Scale Exercise (FSE) within the designated CRI/MSA planning areas between July 1, 2017, and June 30, 2022. The FSE must include a hospital or health care coalition component. All jurisdictions must conduct exercise in accordance with System Agency requirements; Grantee will submit FSE documentation to DCIPHER and DSHS CHEPR External SharePoint according to System Agency requirements.

**ATTACHMENT A.4**  
**FY2020 STATEMENT OF WORK**  
**(July 1, 2019 through June 30, 2020)**

- J.** Attend no less than fifty percent (50%) of the regional CRI Meetings.
- K.** If using volunteers as provided for in this Contract during FY20, which encompasses the Contract term of July 1, 2019, to June 30, 2020, then the Grantee must either:
1. Request access to the Texas Disaster Volunteer Registry (TDVR) from the State Emergency System for Advanced Registration of Volunteer Health Professionals (ESAR-VHP) System Administrator to participate in required administrator training sessions, and provide access to volunteers for registration; or
  2. Petition System Agency in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP-compliant, web-based volunteer management system that meets the following federal requirements:
    - a. Must offer internet-based registration;
    - b. Volunteer information is collected and maintained in a manner consistent with all federal, state, and local laws governing security and confidentiality;
    - c. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority;
    - d. Must be able to verify the credentials of the twenty (20) mandated professions;
    - e. Must be able to assign to one of four emergency credential levels;
    - f. Must be able to identify volunteers willing to participate in a federally coordinated emergency response;
    - g. Must be able to re-verify professional credentials every six (6) months;
    - h. Must have the ability to include the differing scope of work information for each of the twenty (20) mandated professions;
    - i. Must be able to record all volunteer health professional affiliations; and
    - j. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE).
    - k. Additionally, the fully operational, ESAR-VHP-compliant, web-based volunteer management system must be able to register, collect, and verify the credentials and qualifications of the health professionals entered into the system.
- L.** Submit programmatic reports as directed by System Agency in a format specified by System Agency and as needed to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c), as amended. Grantee will provide System Agency other reports, including financial reports, and any other reports that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
- M.** In the event of a local, state, or federal emergency, the Grantee has the authority to utilize approximately five percent (5%) of the Grantee's staff's time supporting this Contract for

**ATTACHMENT A.4**  
**FY2020 STATEMENT OF WORK**  
**(July 1, 2019 through June 30, 2020)**

response efforts. System Agency will reimburse Grantee up to five percent of this Contract funded by the CDC for personnel costs responding to an emergency event. Grantee will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation in drills and exercises in the pre-event time period. Grantee will notify the Assigned Contract Manager in writing when this provision is implemented.

- N. In the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements and not currently performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from System Agency.
- O. Develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.
- P. Match funds awarded for this Contract by costs or third-party contributions that are not paid by the federal government under another award, except where authorized by federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Grantee incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 92.24, as amended.

Grantee will provide matching funds for this Contract of not less than ten percent (10%) of the Contract amount as set forth in **Attachment B, Budget**. Cash match is defined as an expenditure of cash by the Grantee on allowable costs of this Contract that are borne by the Grantee. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the Grantee. The criteria for match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the Grantee's (or subgrantee's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement contracts);
5. Not be included as contributions toward any other federally-assisted project or program (match can count only once);
6. Not be paid by the federal government under another award, except where authorized by

**ATTACHMENT A.4**  
**FY2020 STATEMENT OF WORK**  
**(July 1, 2019 through June 30, 2020)**

- federal statute to be used for cost sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
  8. Be adequately documented;
  9. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
  10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Contract term.
- Q.** Not use funds for fundraising activities, lobbying, research, construction, major renovations and reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, clinical care, purchase of vehicles of any kind, uniforms or furniture, funding an award to another party or provider who is ineligible, or the purchase of incentive items.
- R.** Initiate the purchase of all equipment approved in writing by the System Agency in the first quarter of the FY20 Contract term (July 1, 2019 – June 30, 2020), as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Contract must be submitted to the assigned System Agency contract manager.
- S.** Maintain an inventory of equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the assigned System Agency contract manager 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 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.
- T.** Not use System Agency funds to purchase buildings or real property without prior written approval from the System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.
- U.** At the expiration or termination of this Contract for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency. Title may be transferred to any other party designated by System Agency. The System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.
- V.** None of the funds made available under this agreement may be used to promote or

**ATTACHMENT A.4**  
**FY2020 STATEMENT OF WORK**  
**(July 1, 2019 through June 30, 2020)**

advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

- W.** Comply with the following documents and resources, as amended, which are incorporated by reference and made a part of this Contract:
1. Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health, October 2018:  
[https://www.cdc.gov/cpr/readiness/00\\_docs/CDC\\_PreparednesResponseCapabilities\\_October2018\\_Final\\_508.pdf](https://www.cdc.gov/cpr/readiness/00_docs/CDC_PreparednesResponseCapabilities_October2018_Final_508.pdf);
  2. Homeland Security Exercise and Evaluation Program (HSEEP) Documents:  
<https://www.llis.dhs.gov/HSEEP>;
  3. Preparedness program guidance(s) as provided by System Agency and CDC;
  4. Receiving, Distributing, and Dispensing Strategic National Stockpile Assets: A Guide to Preparedness Version 11 (available by contacting the SNS Central Office Team at [SNS@dshs.texas.gov](mailto:SNS@dshs.texas.gov));
  5. Presidential Policy Directive 8/PPD-8, March 30, 2011:  
<http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf>;
  6. Community Preparedness Section Exercise Team Web Site:  
<http://www.dshs.texas.gov/commprep/exercises.aspx>; and
  7. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):  
<http://www.texasprepares.org/survivingdisaster.htm>.
- X.** Comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:
1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
  2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act;  
and
  3. Texas Health and Safety Code Chapter 81.

**II. PERFORMANCE MEASURES**

- A.** The System Agency will monitor the Grantee's performance of the requirements in Attachment A.4 and compliance with the Contract's terms and conditions.
- B.** Grantee will meet and report Performance Measures based on requirements that are developed in coordination with System Agency for the Grantee's project as provided in

**ATTACHMENT A.4**  
**FY2020 STATEMENT OF WORK**  
**(July 1, 2019 through June 30, 2020)**

Section I. Grantee must also demonstrate adherence to CRI reporting deadlines and the capability to receive, stage, store, distribute, and dispense material during a public health emergency. Failure to meet these requirements may result in withholding a portion of the current fiscal year CRI base award.

- C. System Agency will send a requirements schedule for reporting these Performance Measures within thirty (30) days of the Contract start date.

**III. INVOICE AND PAYMENT**

- A. Grantee will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. The Grantee will submit the Financial Status Report (FSR-269A). Additionally, the Grantee will submit the Match Certification Form (B-13A), as requested by DSHS. Vouchers, supporting documentation, Financial Status Reports, and Match Certification Forms should be mailed or emailed to the addresses below.

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

EMAIL: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) & [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov)

B-13 and supporting documentation should be sent to: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) & [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov)

FSRs should be sent to: [FSRGrants@dshs.texas.gov](mailto:FSRGrants@dshs.texas.gov) & [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov)

- B. Grantee will be reimbursed on a monthly basis and in accordance with the Budget in **Attachment B** of this Contract.
- C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. System Agency Program will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Contract amount as approved for this Contract, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

**ATTACHMENT A.4**  
**FY2020 STATEMENT OF WORK**  
**(July 1, 2019 through June 30, 2020)**

- D.** Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total amount of the Contract funded by System Agency. All advances must be expended by the end of the Contract term. Advances not expended by the end of the Contract term must be refunded to System Agency. Grantee will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the Grantee must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, System Agency will reduce the reimbursement request by one-third of the remaining balance of the advance.

### Certificate Of Completion

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Subject: Amending \$475,660.00; 537-18-0187-00001; Fort Bend County; A-3; DSHS/CPS/CRI	
Source Envelope:	
Document Pages: 25	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1100 W. 49th St.
	Austin, TX 78756
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 167.137.1.13

### Record Tracking

Status: Original	Holder: Texas Health and Human Services	Location: DocuSign
11/13/2019 8:42:44 PM	Commission	
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### Signer Events

Signature	Timestamp
KP George county.judge@fortbendcountytexas.gov County Judge Fort Bend County Security Level: Email, Account Authentication (None)	Sent: 11/13/2019 9:01:22 PM
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David Gruber  
David.Gruber@dshs.texas.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

### In Person Signer Events

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### Editor Delivery Events

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Stefanie Jackson Stefanie.Jackson@hhsc.state.tx.us Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 11/13/2019 9:01:21 PM
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Carbon Copy Events	Status	Timestamp
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Quynh-Nhi Ge Quynhnhhi.Ge@dshs.texas.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 11/13/2019 9:01:22 PM
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Jenetha Jones jenetha.jones@fortbendcountytexas.gov Robert Hebert, County Judge Fort Bend County Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 11/13/2019 9:01:23 PM
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David Olinger david.olinger@fortbendcountytexas.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 11/13/2019 9:01:22 PM Viewed: 11/14/2019 8:23:39 AM
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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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