

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001096400015
AMENDMENT NO. 2**

The **DEPARTMENT OF STATE HEALTH SERVICES** (System Agency or DSHS) and **FORT BEND COUNTY HEALTH & HUMAN SERVICES** (Local Government or Grantee), Parties to that certain Tuberculosis Prevention and Control Grant Contract, effective January 1, 2022, and denominated DSHS Contract No. HHS001096400015 (the “Contract”), as amended, now want to further amend the Contract.

WHEREAS, DSHS wants to exercise its option to renew the Contract through August 31, 2024; adjust available funding during this period; and revise the budgets accordingly;

WHEREAS, the Parties want to revise the Statement of Work to update reporting periods; and

WHEREAS, the Parties want to update its Contract Representative information.

NOW, THEREFORE, the Parties agree as follows:

1. The Contract is renewed for the period beginning January 1, 2024, through August 31, 2024 (the “Second Renewal Option” or “FY2024”), unless terminated sooner.
2. **ARTICLE V, CONTRACT AMOUNT AND PAYMENT FOR SERVICES**, of the Contract is amended as follows:
 - a. reduce available funding for the period of January 1, 2023, through August 31, 2023, from \$122,299.00 to \$81,533.00. This includes DSHS’ share of \$67,944.00 and Grantee’s required match amount of \$13,589.00; and
 - b. add \$122,299.00 to pay for Grantee’s services for the period September 1, 2023, through August 31, 2024. This includes DSHS’ share of \$101,916.00 and Grantee’s required match amount of \$20,383.00.

The total not-to-exceed amount of this Contract is increased to \$322,855.00.

All expenditures shall be in accordance with **ATTACHMENT B-2, REVISED BUDGETS**.

3. **ATTACHMENT B, BUDGET** and **ATTACHMENT B-1, CY2023 BUDGET** are supplemented with the addition of **ATTACHMENT B-2, REVISED BUDGETS** which is attached to this Amendment and incorporated and made part of the Contract for all purposes.
4. **ATTACHMENT A-1, CY2023 STATEMENT OF WORK**, is deleted in its entirety and replaced with **ATTACHMENT A-2, STATEMENT OF WORK FOR CY2023 AND FY2024**, which is

attached to this Amendment and incorporated and made part of the Contract for all purposes. **ATTACHMENT A-2, STATEMENT OF WORK FOR CY2023 AND FY2024** defines the programmatic activities through August 31, 2024.

5. **ARTICLE I, PARTIES**, of the Contract Signature Document, is amended to update the System Agency's contact information as follows:

System Agency

Department of State Health Services
Attention: Sharon Smith
1100 W. 49th Street, MC 1990
Austin, Texas 78756
sharon.smith1@dshs.texas.gov

6. **ATTACHMENT G, FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM** is attached to this Amendment and incorporated and made a part of the Contract for all purposes. Grantee is required to complete the Certification Form to meet the federal requirement.
7. This Amendment shall be effective as of the date last signed below.
8. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, 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. 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. HHS001096400015**

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

By: _____

By: _____

Name: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

**THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT AND THEIR TERMS ARE
HEREBY INCORPORATED INTO THE CONTRACT:**

ATTACHMENT A-2 – STATEMENT OF WORK FOR CY2023 AND FY2024

ATTACHMENT B-2 – REVISED BUDGETS

**ATTACHMENT G – FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) CERTIFICATION FORM**

ATTACHMENT A-2
STATEMENT OF WORK FOR CY2023 AND FY2024
JANUARY 1, 2023 – AUGUST 31, 2024

I. GRANTEE RESPONSIBILITIES

Grantee shall:

Comply with the most current version of the Texas Tuberculosis (TB) Work Plan, the Standing Delegation Orders, TB Standards, TB Recommendations and TB Administration Resources located at: <http://www.dshs.texas.gov/idcu/disease/tb/policies/>.

A. Use federal funds under this Contract to support any of the following core TB control front-line activities:

1. Directly observed therapy (DOT);
2. Outpatient services (tuberculin skin testing, chest radiography, medical evaluation, treatment);
3. Class B immigrant evaluation and treatment;
4. Contact Investigation, evaluation and treatment;
5. Cohort Review;
6. Surveillance;
7. Reporting;
8. Data analyses;
9. Cluster investigations; and
10. Provider education and training.

B. Provide a match of no less than 20% of the total budget as reflected in this Contract.

C. Provide match at the required percentage or System Agency may withhold payments, use administrative offsets, or request a refund from Grantee until such time as the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.

D. Ensure no System Agency funds or matching funds are used for:

1. Medication purchases;
2. Inpatient clinical care (hospitalization services);
3. Entertainment;
4. Furniture;
5. Equipment; or
6. Sectarian worship, instruction, or proselytization.

However, food and incentives are allowed using System Agency funds, but are not allowed using matching funds.

E. Not lapse more than 1% of the total funded amount of this Contract.

- F. Maintain and adjust spending plan throughout the Contract term to avoid lapsing funds. During the term of this Contract, System Agency reserves the right to decrease funding amounts as a result of the Grantee's budgetary shortfalls and/or due to the Grantee lapsing more than 1% of total funds.
- G. Maintain sufficient staffing levels to meet the required activities of this Contract and to ensure all funds in personnel category are expended.
- H. Use System Agency-designated data systems available for local entry. Information for the current System Agency reporting and data management system is located at the following link: [DSHS TB/HIV/STD Section - THISIS \(texas.gov\)](https://www.dshs.texas.gov/tb-hiv-std-section-thisis).

All collected TB information shall be entered into the System Agency-designated TB information data system according to documented timelines and specifications in the Texas Tuberculosis Work Plan. Only data entered into the System Agency-designated data system will be considered submitted as required under the terms of this Contract.

- I. Telemedicine medical services may be provided for medical case management of patients evaluated by the TB program, as is determined appropriate by the treating physician. If telemedicine medical services are utilized, Grantee shall ensure the TB Standards of Care are maintained. Grantee must develop written procedures for provision of telemedicine medical services that comply with all applicable laws, including Texas Occupations Code, Title 3, Chapter 111, Grantee's licensing board rules, and those requirements set forth in **SECTION 4. TELEMEDICINE/TELEHEALTH SERVICES of ATTACHMENT I, HHS ADDITIONAL PROVISIONS-GRANT FUNDING** of this Contract.
- J. Maintain an inventory of Equipment, supplies defined as Controlled Assets, and real property. Submit an annual cumulative report of the equipment and other property on DSHS Contractor's Property Inventory Report (GC-11) located at <https://www.dshs.texas.gov/hiv-std-program/dshs-tb-hiv-std-section-thisis/contract-management-section-prevention> by email to FSOequip@dshs.texas.gov and CMSInvoices@dshs.texas.gov not later than October 15 of each year. Controlled Assets include firearms, regardless of 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.
- K. Grantee shall provide notification of budget transfers by submission of a new or revised Categorical Budget Form to the designated DSHS Contract Manager, highlighting the areas affected by the budget transfer. Grantee is advised as follows:
 - 1. Transferring funds between budget categories, other than the equipment and indirect cost categories, is allowable, but cannot exceed 25% of the total Contract value during a Contract budget period. If the budget transfer(s) exceeds 25% of the total Contract value, alone or cumulatively, a formal Contract amendment is required; and

2. After review, the designated DSHS Contract Manager shall provide notification of acceptance to Grantee via email, upon receipt of which, the revised budget shall be incorporated into the Contract, as applicable.
3. Grantee's budget revision is not authorized, and funds cannot be utilized, until the Contract amendment is executed.

II. PERFORMANCE MEASURES

System Agency will monitor the Grantee's performance of the requirements in **ATTACHMENT A-2, STATEMENT OF WORK FOR CY2023 AND FY2024** and compliance with the Contract's terms and conditions.

If Grantee fails to meet any of the performance measures or reporting requirements, System Agency may request a Corrective Action Plan (CAP) from Grantee regarding issues or deficiencies identified. Such CAPs must outline any barriers and a plan to address them and are due to System Agency within two (2) weeks of the date they were requested. Grantee must take actions directed by System Agency following System Agency's review of the plan submitted and must do so within the timeframes directed by System Agency. This requirement does not excuse any violation of this Contract, nor does it limit System Agency as to other available options or remedies under the Contract.

III. INVOICE AND PAYMENT

Grantee shall bill, and System Agency shall pay Grantee based upon Grantee's submission of a monthly detailed and accurate invoice describing the services performed in completion of the responsibilities outlined in **ATTACHMENT A-2, STATEMENT OF WORK FOR CY2023 AND FY2024**. Invoices and supporting documentation shall be submitted to System Agency no later than thirty (30) days after the last day of each month.

- A. Grantee shall request payments monthly using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.texas.gov/grants/forms/b13form.doc>. Voucher and any supporting documentation must be mailed or submitted by fax or electronic mail to the address or fax number below. Invoices and all supporting documentation must be emailed to invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov simultaneously. Invoices must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to submit a "zero dollar" invoice on a monthly basis. Grantee must submit a final close-out invoice and final financial status report no later than 45 days following the end of the Contract term. Invoices received more than 45 days after the end of the Contract term are subject to denial of payment.

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, CMSinvoices@dshs.texas.gov and
TBContractReporting@dshs.texas.gov

Failure to submit required information may result in delay of payment or return of invoice. Billing invoices must be legible. Illegible or incomplete invoices which cannot be verified will be disallowed for payment.

- B.** Grantee shall submit the Financial Status Report (FSR-269A) biannually as outlined below. Grantee shall email the Financial Status Report (FSR-269A) and the Match Reimbursement/Certification Form (B-13A) to the following email addresses:

FSRgrants@dshs.texas.gov and TBContractReporting@dshs.texas.gov

The Financial Status Report (FSR-269A) can be located at:
<https://www.dshs.texas.gov/hivstd/contractor/cmsforms.shtm>

Grantee shall request the Match Reimbursement/Certification Form (B-13A) from System Agency via email.

- C.** Grantee will be paid on a cost reimbursement basis and in accordance with **ATTACHMENT B-2, REVISED BUDGETS** of this Contract.

IV. REPORTING REQUIREMENTS

JANUARY 1, 2023 – AUGUST 31, 2023

Report Name	Frequency	Period Begin	Period End	Due Date
Financial Status Report (FSR)	Biannually	January 1, 2023	August 31, 2023	October 15, 2023
Final Match Reimbursement / Certification Form (Form B-13A)	Annually	June 1, 2023	August 31, 2023	October 15, 2023
Contractor's Property Inventory Report (GC-11)	Annually	January 1, 2023	August 31, 2023	October 15, 2023

SEPTEMBER 1, 2023 – AUGUST 31, 2024

Report Name	Frequency	Period Begin	Period End	Due Date
Financial Status Report (FSR)	Biannually	September 1, 2023	February 29, 2024	March 31, 2024
Annual Progress Report (APR)	Annually	September 1, 2023	August 31, 2024	April 1, 2024
FSR	Biannually	March 1, 2024	August 31, 2024	October 15, 2024
Final Match Reimbursement / Certification Form (Form B-13A)	Annually	June 1, 2024	August 31, 2024	October 15, 2024
Contractor's Property Inventory Report (GC-11)	Annually	September 1, 2023	August 31, 2024	October 15, 2024

ATTACHMENT B-2 REVISED BUDGETS

Budget CY2023 January 1, 2023 – August 31, 2023			
Budget Category	DSHS Funds	Cash Match	Category Total
Personnel	\$41,897.00	\$13,589.00	\$55,486.00
Fringe Benefits	\$20,492.00	\$0.00	\$20,492.00
Travel	\$2,728.00	\$0.00	\$2,728.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$802.00	\$0.00	\$802.00
Contractual	\$2,025.00	\$0.00	\$2,025.00
Other	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$67,944.00	\$13,589.00	\$81,533.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals	\$67,944.00	\$13,589.00	\$81,533.00

Budget FY2024 September 1, 2023 – August 31, 2024			
Budget Category	DSHS Funds	Cash Match	Category Total
Personnel	\$68,692.00	\$20,383.00	\$89,075.00
Fringe Benefits	\$33,096.00	\$0.00	\$33,096.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$28.00	\$0.00	\$28.00
Contractual	\$100.00	\$0.00	\$100.00
Other	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$101,916.00	\$20,383.00	\$122,299.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals	\$101,916.00	\$20,383.00	\$122,299.00

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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:	FFATA Contact: (Name, Email and Phone Number):
Primary Address of Contractor:	Zip Code: 9-digits required www.usps.com
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov	State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:

Printed Name of Authorized Representative:	Signature of Authorized Representative
Title of Authorized Representative	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?

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:

Certificate Of Completion

Envelope Id: 329CD42698F24D04902D2C9096924F78

Status: Sent

Subject: Please DocuSign: HHS001096400015;Fort Bend;A2;Signature Packet

Source Envelope:

Document Pages: 11

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

10/26/2023 10:39:43 AM

CMS.InternalRouting@dshs.texas.gov

Signer Events**Signature****Timestamp**

K.P. George

Sent: 10/26/2023 10:58:33 AM

County.Judge@fortbendcountytexas.gov

Fort Bend County

Security Level: Email, Account Authentication
(None)**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

Joshua 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
Sharon Story Smith sharon.smith1@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/26/2023 10:58:32 AM Viewed: 10/26/2023 11:04:20 AM
Barbarah Martinez barbarah.martinez@fortbendcountytexas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/26/2023 10:58:32 AM Viewed: 10/26/2023 10:59:39 AM
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/26/2023 10:58:32 AM
Payment Events	Status	Timestamps