

**Texas Department of State Health Services**

Jennifer A. Shuford, M.D., M.P.H.
Commissioner

The Honorable KP George, County Judge
Fort Bend County
301 Jackson Street, Suite 701
Richmond, Texas 77469

Subject: Tuberculosis Prevention and Control Contract
Contract Number: HHS001182200015, Amendment No. 1
Contract Amount: \$441,791.00
Contract Term: 09/01/2022 – 08/31/2024

Dear Judge George:

Enclosed is the Tuberculosis (TB) Prevention and Control Amendment No. 1 between the Department of State Health Services and Fort Bend County.

The purpose of this contract is to use state funds, along with Fort Bend County's match funds, to support TB prevention and control services in Fort Bend County.

This amendment adds \$220,950.00 to the contract amount, including DSHS' share of \$184,125.00 and Grantee's match amount of \$36,825.00, and extends the end of the contract term to August 31, 2024.

Please let me know if you have any questions or need additional information.

Sincerely,

Lacy Alexander, CTCM
Contract Manager
Lacy.Alexander@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001182200015
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (System Agency or DSHS) and **FORT BEND COUNTY** (Local Government or Grantee), Parties to that certain Tuberculosis Prevention and Control Grant contract, effective September 1, 2022, and denominated as DSHS Contract No. HHS001182200015 (the “Contract”), now want to amend the Contract.

WHEREAS, DSHS wants to exercise its option to renew the Contract for an additional year and make additional funds available in support of the services provided during the renewal term;

WHEREAS, the Parties want to revise the budget to add funds for Fiscal Year 2024 (FY2024); and

WHEREAS, the Parties want to revise the Statement of Work.

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

1. The Contract is renewed for the period beginning September 1, 2023, through August 31, 2024 (the “First Renewal Option” or “FY2024”), unless terminated sooner.
2. **ARTICLE V, CONTRACT AMOUNT AND PAYMENT FOR SERVICES**, of the Contract is amended to add **\$220,950.00** to pay for Grantee’s services during FY2024. This includes DSHS’ share of **\$184,125.00** and Grantee’s required match amount of **\$36,825.00**. The total not-to-exceed amount of this Contract is increased to **\$441,791.00**. All expenditures for the First Renewal Option shall be in accordance with **ATTACHMENT B-1, FY2024 BUDGET**.
3. **ATTACHMENT A, STATEMENT OF WORK**, is deleted in its entirety and replaced with **ATTACHMENT A-1, FY2024 STATEMENT OF WORK**, which is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
4. **ATTACHMENT B, BUDGET**, is supplemented with the addition of **ATTACHMENT B-1, FY2024 BUDGET**, which is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
5. This Amendment No. 1 shall be effective as of September 1, 2023.
6. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract 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. 1
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001182200015**

DEPARTMENT OF STATE HEALTH SERVICES FORT BEND COUNTY

By: DocuSigned by:
Kirk Cole
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Name: Kirk Cole

Title: Deputy Commissioner

Date of Signature: May 24, 2023

By: DocuSigned by:
KP George
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Name: KP George

Title: County Judge

Date of Signature: May 23, 2023

THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT AND INCORPORATED AS PART OF THE CONTRACT:

- ATTACHMENT A-1 FY2024 STATEMENT OF WORK**
- ATTACHMENT B-1 FY2024 BUDGET**

ATTACHMENT A-1
FY2024 STATEMENT OF WORK
(September 1, 2023 – August 31, 2024)

I. Grantee Responsibilities

Grantee will:

- A.** Establish parameters in which local health departments (“LHDs”) receiving state funds will deliver services to maintain an effective infrastructure that promotes consistent public health practices for the health and well-being of Texans.
- B.** Comply with all applicable federal and state statutes and regulations, policies, and guidelines as revised.
- C.** Comply with the most current version of the DSHS Tuberculosis Work Plan that is currently available online and can be accessed at: <https://www.dshs.texas.gov/disease/tb/programs.shtm#workplan>.
- D.** Provide matching funds of no less than **20%** of the total budget reflected in the Contract.
- E.** Provide match at the required percentage or DSHS 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.
- F.** Ensure no DSHS funds or matching funds are used for:
 - 1. Entertainment, or
 - 2. Sectarian worship, instruction, or proselytization.Food and incentives are allowed using DSHS funds but are not allowed for matching funds.
- G.** Not lapse more than **1%** of the total funded amount of the Contract. During the term of this Contract, DSHS 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.
- H.** Maintain and adjust the spending plan throughout the Contract term to avoid lapsing funds.
- I.** Maintain staffing levels to meet required activities of the Contract and to ensure all funds in the personnel category are expended.
- J.** Agree to read the Texas Grant Management Standards (TxGMS), which is currently available online and can be accessed at: <https://comptroller.texas.gov/purchasing/grant-management/>, and work with DSHS staff regarding the management of funds received

under this Contract.

- K.** Enter all collected TB information into the DSHS-designated state TB information system, including all data fields on the Report of Verified Case of Tuberculosis (TB340), any laboratory results received locally, and any additional clinical information, according to documented timelines and specifications. Data entered into DSHS data systems will be considered submitted to DSHS.
- L.** 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 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 e-mail to FSOequip@dshs.texas.gov and CMSInvoices@dshs.texas.gov not later than October 15 of each year.

II. Performance Measures

DSHS will monitor the Grantee's performance of the requirements set forth within the Statement of Work (**Attachment A-1**) and compliance with the Contract's terms and conditions.

If Grantee fails to meet any of the performance measures, Grantee will respond to any finding in a written narrative explaining the barriers and the plan to address those barriers. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the Contract regarding breach.

III. Invoice and Payment

- A.** Grantee will 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 will be mailed or submitted by fax or electronic mail to the address/number below. Invoices must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses for a month are required to submit timely "zero dollar" invoices. Invoices and all supporting documentation must be emailed to invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov simultaneously. 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 and CMSInvoices@dshs.texas.gov

B. Grantee will be paid on a cost reimbursement basis and in accordance with Attachment B-1 of this Contract.

C. Grantee must submit final Financial Status Report (“FSR”), Final Quarter-Match Reimbursement / Certification Form (“Form B-13A”) and final reimbursement or payment request no later than forty-five (45) calendar days following the end of the Contract term. The Grantee will submit the Financial Status Report (FSR-269A) at two reporting intervals during the Contract term. The FSRs will be submitted biannually as outlined below and in alignment with the Contract term.

IV. Programmatic Reporting Requirements

Report Name	Frequency	Period Begin	Period End	Due Date
Annual Progress Report	Annually	Sept. 1, 2023	August 31, 2024	April 1, 2024
Financial Status Report (“FSR”)	Biannually	Sept. 1, 2023	February 29, 2024	March 31, 2024
FSR	Biannually	March 1, 2024	August 31, 2024	October 15, 2024
Final Quarter-Match Reimbursement / Certification Form (“Form B-13A”)	Annually	June 1, 2024	August 31, 2024	October 15, 2024

Submission Instructions:

Annual Report:

Submit program reports to the TB Reporting Mailbox: TBContractReporting@dshs.texas.gov

Financial Status Reports:

Department of State Health Services

Claims Processing Unit, MC 1940

1100 West 49th Street

P.O. Box 149347

Austin, Texas 78714-9347

Fax: (512) 458-7442

Email: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

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**ATTACHMENT B-1
FY2024 BUDGET**

(September 1, 2023 – August 31, 2024)

Budget Categories	DSHS Funds	Cash Match	Category Total
Personnel	\$110,040.00	\$36,825.00	\$146,865.00
Fringe Benefits	\$67,851.00	\$0.00	\$67,851.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$1,418.00	\$0.00	\$1,418.00
Contractual	\$4,816.00	\$0.00	\$4,816.00
Other	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$184,125.00	\$36,825.00	\$220,950.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals	\$184,125.00	\$36,825.00	\$220,950.00

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