



**TEXAS**  
Health and Human  
Services

**Texas Department of State Health Services**

**John Hellerstedt, M.D.**  
*Commissioner*

Ramon Garcia  
Hidalgo County  
1304 S. 25<sup>th</sup> Avenue  
Edinburg, Texas 78542

Subject: Public Health Zika Response contract  
Contract Number: 537-18-0355-00001  
Contract Amount: \$1,245,642.00  
Contract Term: March 1, 2017 through July 31, 2019

Dear Mr. Garcia:

Enclosed is the Public Health Zika Response contract amendment between the Department of State Health Services and Hidalgo County.

The purpose of this contract is to perform activities in support of the Public Health Preparedness Response (PHPR) Cooperative Agreement, Epidemiology and Laboratory Capacity for Infectious Disease (ELC) Supplement for Zika Virus Surveillance and Control from the Centers for Disease Control and Prevention (CDC) in support of public health Zika response activities.

This amendment increases the contract by \$683,483.00 for FY 2019 and extends the contract end term to July 31, 2019.

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

Sincerely,

Deserie Burrell, CTCM  
Contract Manager  
512-776-3967  
Deserie.burrell@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES**

**CONTRACT NO. 537-18-0355-00001**

**AMENDMENT NO. 01**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**System Agency**”) and **HIDALGO COUNTY** (“**Grantee**”), who are collectively referred to herein as the "**Parties**," to that certain grant contract effective March 1, 2017, and denominated DSHS Contract No. 537-18-0355-00001 (the “**Contract**”), now desire to amend the Contract.

**WHEREAS**, the Parties desire to correct the section numbering in the Signature Document;

**WHEREAS**, the Parties desire to correct the legal authority in **Section II** of the Contract;

**WHEREAS**, System Agency has elected to extend the term of the Contract in accordance with Contract **Section III, Duration**, to allow for continued support of the Public Health Zika Response activities;

**WHEREAS**, the Parties desire to remove **Attachment A, PPHR Statement of Work** as set forth herein;

**WHEREAS**, the Parties desire to revise Contract **Attachment B, ELC Statement of Work**;

**WHEREAS**, the Parties desire to revise Contract **Attachment C, Budget**; and

**WHEREAS**, continued support of the Contract activities will require additional funding.

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

1. The section numbering in the Contract’s Signature Document is hereby corrected to reflect a sequential order.
2. **Section II, LEGAL AUTHORITY**, is hereby amended to provide as follows: This Contract is authorized by and in compliance with the provisions under the authority of the Texas Government Code Chapter 791.
3. **SECTION III, DURATION**, is hereby amended to reflect a revised termination date of July 31, 2019.
4. **SECTION IV, BUDGET**, is hereby amended to add **SIX HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED EIGHTY-THREE DOLLARS (\$683,483.00)** in federal funding for a total Contract amount not to exceed **ONE MILLION TWO HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED FORTY-TWO DOLLARS (\$1,245,642.00)**. It is agreed that \$145,000.00 of the total Contract amount is allocated solely for the purpose of funding the Centers for Disease Control (CDC) contractor that is providing Zika Pregnancy Registry activities and overall Zika activities within the Grantee’s high impact Zika areas within Hidalgo County during the period August 1, 2018 through July 31,

2019. All expenditures under the Contract will be in accordance with **ATTACHMENT C - BUDGET**.

- 5. **SECTION VI, LEGAL NOTICES**, is amended to replace the System Agency contact information in its entirety with the following:

**System Agency**

Department of State Health Services  
Attention: General Counsel  
1100 W. 49<sup>th</sup> Street, MC 1911  
Austin, TX 78756

- 6. The Parties agree to add the following new Section VIII to the Signature Document:

**VIII. NOTICE TO PROCEED**

Funding for this Contract is dependent on the award of the applicable federal grant. Grantee may not incur charges or expenses over **Five Hundred Sixty-Two Thousand One Hundred Fifty-Nine Dollars (\$562,159.00)** until the System Agency issues a written Notice to Proceed to Grantee. This Notice to Proceed may include an amended or ratified budget which will be incorporated into this Contract by a subsequent amendment, as necessary. Notwithstanding the preceding, at the discretion of the System Agency, Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance as defined by 2 CFR §200.309.

- 7. The Parties agree to remove **ATTACHMENT A – PPHR STATEMENT OF WORK** effective, July 1, 2018. The PPHR funding allocation is no longer available for reimbursement of services provided or expenditures made after June 30, 2018.
- 8. The Parties agree to add the following Zika Pregnancy Registry (“**ZPR**”) activities to **SECTION (I)(C) ATTACHMENT B - ELC STATEMENT OF WORK**:

For the period of August 01, 2018, through July 31, 2019:

- 10. Identifying jurisdictional resources available and resource gaps for Zika vector surveillance and control and maternal-child health services including comprehensive services for families within 60 days.
  - 11. Activating and fully participating in the Zika Pregnancy Registry including regular and ongoing communication and reporting with CDC and Texas System Agency staff.
- 9. **SECTION (I)(G) of ATTACHMENT B - ELC STATEMENT OF WORK**, is hereby amended to add the following programmatic reporting periods and reporting dates:

<b>PERIOD COVERED</b>	<b>REPORT DUE DATE</b>
August, September, October	November 30, 2018
November, December, January	February 28, 2019

February, March, April	May 31, 2019
May, June, July	August 31, 2019

10. **SECTION (I)(H) of ATTACHMENT B - ELC STATEMENT OF WORK**, is hereby deleted in its entirety and replaced with the following:

- I. Complete and submit an end-of-year performance report to System Agency in a format specified by System Agency in accordance with the below schedule:

PERIOD COVERED	REPORT DUE DATE
March 1, 2017 through July 31, 2018	August 15, 2018
August 1, 2018 through July 31, 2019	August 15, 2019

11. **ATTACHMENT C - BUDGET**, is hereby amended by deleting the budget table in its entirety and replacing it with the below:

Budget Categories	PHPR 03/01/2017 – 06/30/2018	ELC 03/01/2017 – 07/31/2019	VC 03/01/2017 – 07/31/2019	ZPR 08/01/2018 – 07/31/2019	Budget Summary
Personnel	\$93,600.00	\$278,808.00	\$0.00	\$0.00	\$372,408.00
Fringe Benefits	\$18,205.00	\$115,036.00	\$0.00	\$0.00	\$133,241.00
Travel	\$6,864.00	\$7,490.00	\$0.00	\$0.00	\$14,354.00
Equipment	\$0.00	\$0.00	\$73,310.00	\$0.00	\$73,310.00
Supplies	\$58,740.00	\$44,672.00	\$69,136.00	\$0.00	\$172,548.00
Contractual	\$0.00	\$0.00	\$0.00	\$145,000.00	\$145,000.00
Other	\$88,512.00	\$246,269.00	\$0.00	\$0.00	\$334,781.00
Sum of Direct Costs	\$265,921.00	\$692,275.00	\$142,446.00	\$145,000.00	\$1,245,642.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sum of Total Direct Costs and Indirect Costs	\$265,921.00	\$692,275.00	\$142,446.00	\$145,000.00	\$1,245,642.00
<b>TOTAL</b>	<b>\$265,921.00</b>	<b>\$692,275.00</b>	<b>\$142,446.00</b>	<b>\$145,000.00</b>	<b>\$1,245,642.00</b>

12. This Amendment No. 01 shall be effective as of the date this Amendment is signed by both Parties.

13. Except as amended and modified by this Amendment No. 01, all terms and conditions of the Contract shall remain in full force and effect. In the event of a conflict between the terms of the Contract and the terms of this Amendment, the terms of this Amendment shall prevail.

14. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 01  
DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. 537-18-0355-00001**

**DEPARTMENT OF STATE HEALTH SERVICES    HIDALGO COUNTY**

\_\_\_\_\_

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

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

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

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

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