



TEXAS
Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

The Honorable Ramon Garcia
Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Subject: Public Health Emergency Preparedness Amendment
Contract Number: 537-18-0176-00001, Amendment No. 02
Contract Amount: \$1,335,832.00
Contract Term: July 1, 2017 through June 30, 2019

Dear Judge Garcia:

Enclosed is the Public Health Emergency Preparedness 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 Emergency Preparedness (PHEP) Cooperative Agreement from the Centers for Disease Control and Prevention (CDC) in support of public health emergency preparedness.

This amendment increases the contract by \$100,000.00 for FY 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

CONTRACT NO. 537-18-0176-00001

**AMENDMENT NO. 2
HIDALGO COUNTY**

THE DEPARTMENT OF STATE HEALTH SERVICES (“DSHS”) and **HIDALGO COUNTY (“Grantee”)**, each a “Party and collectively the “Parties” to that certain grant contract to provide funding for activities in support of the Public Health Emergency Preparedness (“PHEP”) Cooperative Agreement from the Centers for Disease Control and Prevention (“CDC”) effective July 1, 2017, and denominated System Agency Contract No. 537-18-0176-00001 (“Contract”), now desire to further amend the Contract.

WHEREAS, the Parties desire to revise **ATTACHMENT A.2, FY19 CONTRACT STATEMENT OF WORK;**

WHEREAS, the Parties desire to revise **ATTACHMENT B, 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. **SECTION III** of the Contract, **BUDGET**, is amended to add **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** (hereinafter referred to as “the Additional Funds”) for a total Contract amount not to exceed **ONE MILLION THREE HUNDRED THIRTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-TWO DOLLARS (\$1,335,832.00)**. The Additional Funds shall be used solely to reimburse Contractor for costs related to the support of the 2019 All Hazards Conference in March of 2019 and for no other purpose. The Additional Funds are exempt from the match requirement under the Contract.
2. **ATTACHMENT A.2, STATEMENT OF WORK, SECTION III, INVOICE AND PAYMENT**, is amended to replace in its entirety with the following:

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. Additionally, the Grantee will submit the Financial Status Report (FSR-269A) and the Match Certification Form (B-13A). Vouchers, supporting documentation, Financial Status Reports, and Match Certification Forms should be mailed or emailed to the addresses below.
- B. The Parties agree to cooperate by submitting separate and distinct invoices for each of the two Contract Grant Funding Allocations. Separate monthly invoices will be submitted for the base Hazards Grant Activities and for the 2019 All Hazards Conference Grant Activities. Comingling of these federal funds is prohibited.

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, Php.vouchersupport@dshs.texas.gov &
CMSInvoices@dshs.texas.gov

B-13, B-13A, and supporting documentation should be sent to:
invoices@dshs.texas.gov, Php.vouchersupport@dshs.texas.gov &
CMSInvoices@dshs.texas.gov

FSRs should be sent to: invoices@dshs.texas.gov,
Php.vouchersupport@dshs.texas.gov, FSRGrants@dshs.texas.gov &
CMSInvoices@dshs.texas.gov

- C. Grantee will be paid on a monthly basis and in accordance with **ATTACHMENT B, BUDGET**.
 - D. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency will monitor Grantee’s expenditures on a quarterly basis. If expenditures are below that projected in Grantee’s total Contract amount, Grantee’s budget may be subject to a decrease for the remainder of the term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.
 - E. Grantee may request a one-time working capital advance not to exceed 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.
 - F. 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.
3. For the Contract period beginning July 1, 2018 and ending June 30, 2019, the Categorical Budget is deleted in its entirety and replaced with the following:

Budget Categories	2019 Hazards Budget Summary (7/1/18 6/30/19)	2019 All Hazards Conference Budget Summary
Personnel	\$437,256.00	\$0.00
Fringe Benefits	\$166,245.00	\$0.00

Travel	\$9,851.00	\$0.00
Equipment	\$0.00	\$0.00
Supplies	\$4,263.00	\$0.00
Contractual	\$0.00	\$0.00
Other	\$13,968.00	\$100,000.00
Sum of Direct Costs	\$631,583.00	\$100,000.00
Indirect Costs	\$0.00	\$0.00
Sum of Total Direct Costs and Indirect Costs	\$631,583.00	\$100,000.00
Less Match (Cash or In-Kind)	\$57,417.00	\$0.00
TOTAL	\$574,166.00	\$100,000.00

Grantee shall provide matching funds in the amount of **FIFTY-SEVEN THOUSAND FOUR HUNDRED SEVENTEEN DOLLARS (\$57,417.00)**.

4. This Amendment No. 02 shall be effective on the first date on which it has been executed by both Parties.
5. Except as amended and modified by this Amendment No. 02, all terms and conditions of the Contract shall remain in full force and effect.
6. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 02
SYSTEM AGENCY CONTRACT NO. 537-18-0176-00001**

**TEXAS DEPARTMENT OF STATE HEALTH HIDALGO COUNTY
SERVICES**

By: _____

Name: _____

Title: _____

Date of Execution: _____

Date of Execution: _____

Certificate Of Completion

Envelope Id: ABA3959DA65C48739C30AE47E322B318	Status: Sent
Subject: Amending \$1,335,832; 537-18-0176-00001; Hidalgo County A-2; DSHS/CMS CPS/HAZARDS	
Source Envelope:	
Document Pages: 11	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: 167.137.1.14

Record Tracking

Status: Original	Holder: Texas Health and Human Services	Location: DocuSign
11/1/2018 9:59:30 AM	Commission	
	PCS_DocuSign@hhsc.state.tx.us	

Signer Events

Signer Events	Signature	Timestamp
Greta Rymal	Completed	Sent: 11/1/2018 10:04:35 AM
Greta.Rymal@hhsc.state.tx.us		Viewed: 11/1/2018 11:59:48 AM
Texas Health and Human Services Commission		Signed: 11/1/2018 12:02:35 PM
Security Level: Email, Account Authentication (None)	Using IP Address: 167.137.1.17	
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Ramon Garcia		Sent: 11/1/2018 12:02:37 PM
ramon.garcia@co.hidalgo.tx.us		
Hidalgo County Judge		
Hidalgo County		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Andy Marker		
Edward.Marker@hhsc.state.tx.us		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Karen Ray		
Karen.Ray@hhsc.state.tx.us		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Cecile Young		
cecile.young@hhsc.state.tx.us		
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
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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CMU Mailbox CMUContracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/1/2018 10:04:36 AM
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MaryAnn Graham maryann.graham@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/1/2018 10:04:35 AM
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Deserie Burrell deserie.burrell@dshs.state.tx.us Contract Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/1/2018 10:04:36 AM Viewed: 11/1/2018 10:07:50 AM
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Mike Escaname mike.escaname@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/1/2018 12:02:37 PM Viewed: 11/1/2018 12:05:18 PM
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Pam Wells pam.wells@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/1/2018 12:02:37 PM
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Payment Events	Status	Timestamps
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