



TEXAS
Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

The Honorable Richard F. Cortez, County Judge
Hidalgo County
1304 S. 25th Ave.
Edinburg, Texas 78539

Subject: Tuberculosis Prevention and Control Contract
Contract Number: HHS000686100020, Amendment No. 1
Contract Amount: \$1,050,650.00
Contract Term: 01/01/2020 – 12/31/2021

Dear Judge Cortez:

Enclosed is the TB Prevention and Control contract between the Department of State Health Services and Hidalgo County.

The purpose of this contract is to use federal funds, along with the Grantee's cash match funds, to support TB prevention and control services in the Grantee's jurisdiction.

This amendment increases the contract by \$525,325.00 for FY2021 and extends the end of the contract term to December 31, 2021.

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

Sincerely,

Lauren Miller
Branch Manager
(512) 771-9814
Lauren.Miller@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000686100020
AMENDMENT NO. 1**

THE DEPARTMENT OF STATE HEALTH SERVICES (“**System Agency**” or “**DSHS**”) and **HIDALGO COUNTY** (“**Grantee**”), who are collectively referred to herein as the “**Parties**” to that certain grant Contract effective January 1, 2020, and denominated DSHS Contract No. **HHS000686100020** (“**Contract**”), now want to amend the Contract.

WHEREAS, the Parties desire to renew the term of the Contract for an additional year;

WHEREAS, the Parties desire to add funds for the period beginning January 1, 2021, through December 31, 2021 (hereinafter referred to as “**Fiscal Year 2021**” or “**FY2021**”); and

WHEREAS, the Parties desire to revise the Statement of Work for Fiscal Year 2021.

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

1. **ARTICLE IV** of the Signature Document, **DURATION**, is hereby amended to reflect a revised termination date of December 31, 2021.
2. **ARTICLE V** of the Signature Document, **BUDGET**, is hereby amended to add **\$437,771.00** in DSHS funding with the Grantee providing **\$87,554.00** in matching funds, for an FY2021 combined total of **\$525,325.00**. The total Contract amount will not exceed **\$1,050,650.00**. All expenditures under the Contract will be in accordance with **ATTACHMENT B-1, FY2021 BUDGET**.
3. **ATTACHMENT A, STATEMENT OF WORK**, is hereby deleted and replaced with **ATTACHMENT A-1, REVISED STATEMENT OF WORK**.
4. This Amendment shall be effective on January 1, 2021.
5. Except as amended and modified by this Amendment, 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. 1
SYSTEM AGENCY CONTRACT NO. HHS000686100020**

DEPARTMENT OF STATE HEALTH SERVICES HIDALGO COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

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

**ATTACHMENT A-1 REVISED STATEMENT OF WORK
ATTACHMENT B-1 FY2021 BUDGET
ATTACHMENT G-1 FFATA**

ATTACHMENTS FOLLOW

ATTACHMENT A-1 REVISED STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A.** Comply with the most current version of the Tuberculosis Work Plan located at:
<http://www.dshs.texas.gov/idcu/disease/tb/policies/>.
- B.** Use federal funds under this Contract to support core TB control front-line activities including but not limited to:
 - 1. Directly observed therapy (DOT);
 - 2. Outpatient services (tuberculin skin testing, chest radiography, medical evaluation, treatment);
 - 3. Contact Investigation;
 - 4. Cohort Review;
 - 5. Surveillance;
 - 6. Reporting;
 - 7. Data analyses;
 - 8. Cluster investigations; and
 - 9. Provider education.
- C.** Provide a cash match of no less than 20% of the total budget as reflected in the Contract.
- D.** Provide match at the required percentage or Department of State Health Services (DSHS) may withhold payments, use administrative offsets, or request a refund from Grantee until the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.
- E.** Ensure no DSHS funds or matching funds are used for:
 - 1. Medication purchases;
 - 2. Inpatient clinical care (hospitalization services);
 - 3. Entertainment;
 - 4. Furniture;
 - 5. Equipment; and
 - 6. Sectarian worship, instruction, or proselytization.However, food and incentives are allowed using DSHS funds, but are not allowed for matching funds.
- F.** Not lapse more than 1% of the total funded amount of the Contract.
- G.** Maintain and adjust spending plan throughout the Contract term to avoid lapsing funds. 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 staffing levels to meet required activities of the Contract and to ensure all funds in the personnel category are expended.

- I. Use DSHS-designated data systems available for local entry. All collected TB information shall be entered into a designated state TB information system, including all data fields on the Report of Verified Case of Tuberculosis (RVCT), 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.
- J. Comply with all applicable federal and state statutes and regulations, policies and guidelines, as revised.

II. PERFORMANCE MEASURES

System Agency will monitor the Grantee's performance of the requirements in 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

Grantee will request payment by preparing an invoice and submitting acceptable supporting documentation for reimbursement of the required services/deliverables. Invoices and supporting documentation shall be submitted to DSHS no later than 30 days after the last day of each month.

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.state.tx.us/grants/forms/b13form.doc>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number 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 & CMSinvoices@dshs.texas.gov

- B. Grantee will email the Financial Status Report (FSR-269A) and the Match Certification Form (B-13A) to the following: Invoices@dshs.texas.gov and TBContractReporting@dshs.texas.gov. Grantee must submit final FSR and a reimbursement or final payment request no later than forty-five (45) calendar days following the end of the Contract term.
- C. Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B-1 of this Contract.

IV. PROGRAMMATIC REPORTING REQUIREMENTS

Report Name	Frequency	Period Begin	Period End	Due Date
FY20 Annual Narrative Report	Annually	Jan. 1, 2020	Dec. 31, 2020	April 1, 2021
FY21 Annual Narrative Report	Annually	Jan. 1, 2021	Dec. 31, 2021	April 1, 2022
Financial Status Report (FSR) & Match Reimbursement/Certification Form (B-13A)	Quarterly	Jan. 1, 2021	Mar. 31, 2021	April 30, 2021
FSR & Form B-13A	Quarterly	April 1, 2021	June 30, 2021	July 31, 2021
FSR & Form B-13A	Quarterly	July 1, 2021	Sept. 30, 2021	Oct. 31, 2021
FSR & Form B-13A	Quarterly	Oct. 1, 2021	Dec. 31, 2021	Feb. 15, 2022

Annual Report Submission Instructions:

Submit program reports to the TB Reporting Mailbox at TBContractReporting@dshs.texas.gov. The DSHS TB Program will provide the form and format for the Annual Narrative Report. The Annual Narrative Report will be a separate report for the Grantee and must not be included with reports for the Region.

**ATTACHMENT B-1
FY2021 BUDGET**

Grantee: Hidalgo County

Program ID: TB/PC-Federal

Contract Number: HHS000686100020

Budget Categories	DSHS Funds	Cash Match	Category Total
Personnel	\$306,139.00	\$61,534.00	\$367,673.00
Fringe Benefits	\$129,282.00	\$25,986.00	\$155,268.00
Travel	\$932.00	\$0.00	\$932.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$943.00	\$34.00	\$977.00
Contractual	\$0.00	\$0.00	\$0.00
Other	\$475.00	\$0.00	\$475.00
Total Direct Costs	\$437,771.00	\$87,554.00	\$525,325.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals:	\$437,771.00	\$87,554.00	\$525,325.00

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**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:
