



TEXAS
Health and Human
Services

Texas Department of State Health Services

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

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

Subject: Tuberculosis Prevention and Control Contract
Contract Number: HHS001182200020, Amendment No. 1
Contract Amount: \$2,198,919.00
Contract Term: 09/01/2022 – 08/31/2024

Dear Judge Cortez:

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

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

This amendment adds \$1,099,732.00 to the contract amount, including DSHS' share of \$916,443.00 and Grantee's match amount of \$183,289.00, 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. HHS001182200020
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (System Agency or DSHS) and **HIDALGO 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. HHS001182200020 (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 **\$1,099,732.00** to pay for Grantee’s services during FY2024. This includes DSHS’ share of **\$916,443.00** and Grantee’s required match amount of **\$183,289.00**. The total not-to-exceed amount of this Contract is increased to **\$2,198,919.00**. 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. HHS001182200020**

DEPARTMENT OF STATE HEALTH SERVICES HIDALGO COUNTY

By: _____

By: _____

Name: _____

Name: Judge Richard F. Cortez

Title: _____

Title: Hidalgo County Judge

Date of Signature: _____

Date of Signature: _____

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.
- M.**

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	\$621,209.00	\$128,333.00	\$749,542.00
Fringe Benefits	\$265,194.00	\$54,926.00	\$320,120.00
Travel	\$2,869.00	\$0.00	\$2,869.00
Equipment	\$5,324.00	\$0.00	\$5,324.00
Supplies	\$8,732.00	\$30.00	\$8,762.00
Contractual	\$1,125.00	\$0.00	\$1,125.00
Other	\$11,990.00	\$0.00	\$11,990.00
Total Direct Costs	\$916,443.00	\$183,289.00	\$1,099,732.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals	\$916,443.00	\$183,289.00	\$1,099,732.00

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Certificate Of Completion

Envelope Id: C7DD3A7C6DCF4FEABFB7C3E2B6DE94AD

Status: Sent

Subject: Please DocuSign: HHS001182200020; Hidalgo Co; A1; TB STATE Signature Packet

Source Envelope:

Document Pages: 7

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

CMS Internal Routing Mailbox

AutoNav: Enabled

11493 Sunset Hills Road

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Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 167.137.1.18

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

Judge Richard F. Cortez

Sent: 4/4/2023 10:48:45 AM

countyjudge@co.hidalgo.tx.us

Viewed: 4/4/2023 10:50:39 AM

Hidalgo County Judge

Hidalgo County

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 4/4/2023 10:50:39 AM

ID: 97fb01e4-d42c-441c-bd4b-27015f3d0e76

Helen Whittington

helen.whittington@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 4/4/2023 10:39:34 AM

ID: 2dad847b-8f38-4fd5-86eb-c66165f8c2f5

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 5/5/2022 12:43:08 PM

ID: f01589da-43a7-481e-996a-7c50409e5d48

Kirk Cole

Kirk.Cole@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/30/2023 8:57:41 AM

ID: 6a5185b6-98cb-4d53-8925-887e93897083

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
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Carbon Copy Events	Status	Timestamp
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Lacy Alexander lacy.alexander@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/4/2023 10:48:43 AM Viewed: 4/4/2023 10:48:56 AM
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Jeanne Salinas jeanne.salinas@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/4/2023 10:48:43 AM
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CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DSHS Contract Management Section:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alison.joffrion@hhsc.state.tx.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DSHS Contract Management Section

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DSHS Contract Management Section

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.