



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
Hidalgo County Judge
Hidalgo County Health and Human Services
1304 South 25th Avenue
Edinburg, Texas 78542

Subject: Public Health Emergency Preparedness Contract
DSHS Contract Number: HHS001439500024
Contract Amendment No.: 1
Contract Amount: \$651,803.00
Contract Term: July 1, 2024, through June 30, 2025

Dear Judge Cortez:

Enclosed is the Public Health Emergency Preparedness grant agreement amendment (A.1) between the Department of State Health Services and Hidalgo County Health and Human Services ("Grantee").

The purpose of this amendment is to revise Section X, Federal Award Information and revise Attachment A, Project FY2025 Statement of Work, 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.

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

Sincerely,

Jennifer Silva, CTCM
Contract Manager
512-776-6567
Jennifer.Silva@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001439500024
AMENDMENT NO. 1**

The Department of State Health Services (“System Agency” or “DSHS”) and Hidalgo County Health and Human Services (“Grantee”), who are collectively referred to as the "Parties," to that certain Public Health Emergency Preparedness (“PHEP”) grant contract, effective July 1, 2024, and denominated DSHS Contract No. HHS001439500024 “Contract”, now desire to amend the Contract.

WHEREAS, the System Agency wants to revise federal award information, reporting requirements and the statement of work.

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

1. **SECTION X. Federal Award Information**, of the Contract is deleted in entirety and replaced with the following:

Federal Award Identification Number (FAIN): NU90TU000053

- A. Assistance Listings Title, Number, and Dollar Amount: Centers for Disease Control and Prevention, Public Health Emergency Preparedness (PHEP) Cooperative Agreement, 93.069, \$47,206,790.00
- B. Federal Award Date: 06/11/2024
- C. Federal Award Period: July 1, 2024 – June 30, 2029
- D. Name of Federal Awarding Agency: Centers for Disease Control and Prevention
- E. Federal Award Project Description: Texas DSHS Public Health Emergency Preparedness (PHEP) Cooperative Agreement.
- F. Awarding Official Contact Information:
Ms. Kimberly Champion
Grants Management Specialist
(404) 498-4229
qrf9@cdc.gov
- G. Total Amount of Federal Funds Awarded to System Agency: \$47,206,790.00
- H. Amount of Funds Awarded to Grantee: \$592,548.00
- I. Identification of Whether the Award is for Research and Development: No

2. **SECTION VII. Reporting Requirements**, of the Contract, is amended to add the following reports:

Report	Frequency	Project FY 2025 Due Date(s)	DSHS Email or System to Submit Report
Financial Status Report (See SECTION I(U)(8) of ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK)	The last business day of the month following the end of the second Project FY quarter AND thirty (30) calendar days after the fourth Project FY quarter.	January 31, 2025 July 30, 2025	invoices@dshs.texas.gov ; fsrgrants@dshs.texas.gov ; copy to the System Agency representative identified in SECTION VIII, CONTRACT REPRESENTATIVES, of the Grant Agreement
Invoices/Requests for Reimbursement (See SECTION III(A) of ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK)	The last business day of the month following the month in which expenses were incurred AND thirty (30) calendar days following the expiration date of the Grant Agreement.	August 30, 2024 September 30, 2024 October 31, 2024 November 29, 2024 December 31, 2024 January 31, 2025 February 28, 2025 March 31, 2025 April 30, 2025 May 30, 2025 June 30, 2025 July 30, 2025	invoices@dshs.texas.gov ; CMSinvoices@dshs.texas.gov ; copy to the System Agency representative identified in SECTION VIII, CONTRACT REPRESENTATIVES, of the Grant Agreement
Property Inventory Report (Form GC-11) (See SECTION I(U)(9) of ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK)	Once per Project FY	October 15, 2024	FSOequip@dshs.texas.gov ; copy to the System Agency representative identified in SECTION VIII, CONTRACT REPRESENTATIVES, of the Grant Agreement
Initial Work Plan (See SECTION I(U)(1) of ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK)	Once per Project FY	January 1, 2025	Qualtrics System
Capacity Indicators (See Section I(U)(3) of Attachment A.1, Project FY2025 Statement of Work)	Once per Project FY	January 1, 2025	Qualtrics System
Programmatic Mid-Year Performance Report (See SECTION I(U)(6) of ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK)	Once per Project FY	January 31, 2025	Qualtrics System

<p>Multi-Year Integrated Preparedness Plan (“MYIPP”)</p> <p>(See SECTION I(U)(4) of ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK)</p>	Once per Project FY	May 1, 2025	Qualtrics System
<p>Jurisdictional Risk Assessment (JRA)</p> <p>(See SECTION I(U)(2) of ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK)</p>	Once per Project FY	June 15, 2025	Qualtrics System
<p>After-Action Review/Improvement Plan (“AAR/IP”)</p> <p>(See SECTION I(U)(5) of ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK)</p>	Once per Project FY	No later than 120 days after the exercise or by June 30, 2029	Qualtrics System
<p>Programmatic End-of-Year Performance Report</p> <p>(See SECTION I(U)(7) of ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK)</p>	Once per Project FY	July 30, 2025	Qualtrics System

3. **ATTACHMENT A PROJECT FY2025 STATEMENT OF WORK** is deleted in its entirety and is replaced with **ATTACHMENT A-1 PROJECT FY2025 STATEMENT OF WORK**.
4. This Amendment No. 1 shall be effective as of the date last signed below.
5. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, shall remain in full force and effect.
6. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.
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. HHS001439500024**

DEPARTMENT OF STATE HEALTH SERVICES HIDALGO COUNTY HEALTH AND HUMAN SERVICES

By: _____

By: _____

Name: _____

Name: Judge Richard F. Cortez

Title: _____

Title: Hidalgo County Judge

Date of Execution: _____

Date of Execution: _____

THE FOLLOWING ATTACHMENT IS ATTACHED TO THIS AMENDMENT AND INCORPORATED AND MADE A PART OF THE CONTRACT FOR ALL PURPOSES:

ATTACHMENT A-1 PROJECT FY2025 STATEMENT OF WORK

ATTACHMENT A.1

PROJECT FY2025 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee shall:

- A.** Perform activities in support of the Public Health Emergency Preparedness (“PHEP”) Cooperative Agreement between the Centers for Disease Control and Prevention (“CDC”) and the Department of State Health Services (“System Agency”) to advance public health emergency preparedness.
- B.** Perform the activities required under this Contract in the following cities, counties, or groups of counties (cumulatively, Grantee’s “Jurisdiction”): Hidalgo.
- C.** Provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.
- D.** Coordinate with System Agency program staff to develop a preparedness activity plan for the Grantee’s Jurisdiction. At minimum, the Grantee shall ensure at least three (3) of the following public health emergency preparedness capabilities are addressed on an annual basis:
 - 1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short-term and long-term.
 - 2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations.
 - 3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System (“NIMS”).
 - 4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.
 - 5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue.
 - 6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private

sector. This capability includes the routine sharing of information, as well as the issuing of public health alerts to all levels of government and the private sector in preparation for, and in response to, events or incidents of public health significance.

7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves.
8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins.
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments.
11. Capability 11 – Non-pharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing non-pharmaceutical interventions in response to the needs of an incident, event, or threat. Non-pharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens, and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies.
13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance.
14. Capability 14 – Responder safety and health is the ability to protect public health and other

emergency responders during pre-deployment, deployment, and post-deployment.

15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency's preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.

E. Match funds awarded under this Grant Agreement with costs or third-party contributions that are not paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or matching. The non-federal contributions ("match") may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Grantee incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that apply to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 Code of Federal Regulations (CFR) 74.23 and 45 CFR 92.24, as amended.

Grantee shall provide matching funds in the amount of ten percent (10%) of the DSHS Direct Costs and Indirect Costs amount as outlined in **ATTACHMENT B, PROJECT FY2025 BUDGET**. "Cash match" is defined as an expenditure of cash by the Grantee on allowable costs under this Grant Agreement that are borne by the Grantee. "In-kind match" is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Grant Agreement's project, and that are contributed by non-federal third parties without charge to the Grantee. The criteria for a match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the Grantee's (or subgrantee's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement contracts);
5. Not be included as contributions toward any other federally assisted project or program (match can count only once);
6. Not be paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
8. Be adequately documented;
9. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Grant Agreement term.

F. In the event of a local, state, or federal emergency, System Agency will reimburse Grantee up to five percent (5%) of the total Grant Agreement award for its personnel costs in responding to an emergency event. Grantee shall maintain records to document the personnel time spent on response efforts for audit purposes. Within five (5) calendar days of the onset of the

emergency, Grantee shall notify the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement, in writing of its implementation of this provision. The preapproval is required to ensure the emergency meets the conditions of the funding is the best course of action.

- G.** In the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements, and not currently performing critical duties in the Grantee's Jurisdiction, to the affected area of the state upon receipt of a written request from System Agency.
- H.** Coordinate activities and response plans within Grantee's Jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.
- I.** Inform System Agency in writing if Grantee will not continue performance under this Grant Agreement within thirty (30) calendar days of receipt of System Agency's notification of an amended standard(s) or guideline(s). In such event, System Agency may terminate this Grant Agreement immediately or within a reasonable period of time, as determined by System Agency.
- J.** Develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Grant Agreement, including partial full-time employees and temporary staff.
- K.** Have plans, processes, and training in place to meet NIMS compliance requirements.
- L.** When using volunteers during the Grant Agreement term, designate a Texas Disaster Volunteer Registry ("TDVR") State Emergency System for the Advanced Registration of Volunteer Health Professionals ("ESAR-VHP") System Administrator, participate in required administrator trainings, and utilize the system to identify volunteers.
- M.** Coordinate all planning, training, and exercises performed under this Grant Agreement with other Local Health Entities, the Texas Division of Emergency Management ("TDEM"), or other points of contact at the discretion of System Agency, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.
- N.** Coordinate all risk communication activities with the System Agency Communications Unit by using System Agency's core messages posted on the System Agency website and submitting copies of draft risk communication materials to System Agency for coordination prior to dissemination.
- O.** Work with the Regional Health Care Coalition to develop comprehensive preparedness strategies by participating in all regional healthcare coalition meetings.

- P.** Fill any vacant positions within ninety (90) calendar days. Vacant positions existing after ninety (90) days may result in a decrease in funds. Grantee must report all position vacancies to their assigned System Agency Contract Representative each month until all positions are filled.
- Q.** Comply with all state and System Agency guidance and standards, including the following:
- Texas Grant Management Standards, located at the following URL,
<https://comptroller.texas.gov/purchasing/grant-management/>.
- R.** Comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:
1. Texas Government Code Chapter 418;
 2. Public Law 116-22, Pandemic and All-Hazards Preparedness and Advancing Innovation Act (“PAHPAI”);
 3. Public Law 109-417 Pandemic and All-Hazards Preparedness Act (“PAHPA”);
 4. Texas Health and Safety Code Chapter 81;
 5. Section 319 C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended; and
 6. 2 CFR Part 200.
- S.** Comply with all requirements related to purchases made with grant funds and uses of grant funds under this Grant Agreement. The requirements regarding purchases made with grant funds and uses of grant funds under this Grant Agreement include the following:
1. Grantee may not use funds for research, clinical care, fundraising activities or lobbying, construction or major renovations, reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, uniforms, buildings or real property, or funding an award to another party or provider who is ineligible.
 2. Grantee may not use funds made available under this Contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
 3. Grantee must initiate the purchase of all equipment approved in writing by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase equipment must be submitted to the assigned System Agency Contract Representative.
 4. At the expiration or termination of this Grant Agreement for any reason, title to any remaining equipment and supplies purchased with funds under this Grant Agreement reverts to System Agency. Title may be transferred to another party at the sole discretion of System Agency. System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

5. Grantee shall not use System Agency funds to lease buildings or real property without prior written approval from System Agency. Further, Grantee shall not use System Agency funds for the purchase of buildings or real property under any circumstance.
 6. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls.
 7. System Agency will monitor Grantee's expenditures on a monthly basis. If expenditures are below the amount projected in Grantee's total Project FY amount, Grantee's budget may be subject to a decrease for the remainder of the Project FY.
- T.** Comply with requirements related to the cost reimbursement budget under this Grant Agreement. The cost reimbursement budget requirements include the following:
1. Grantee's approved cost reimbursement budget must document all approved and allowable expenditures.
 2. Grantee shall only utilize funding under this Grant Agreement for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented in the approved cost reimbursement budget, Grantee shall notify the System Agency Contract Representative, in writing, and request approval prior to utilizing the funds. System Agency shall provide written notification whether the requested expense is approved or denied.
 3. If needed, Grantee may revise the System Agency-approved cost reimbursement budget. The following requirements apply to budget transfers across budget categories:
 - a. Transferring funds between budget categories, other than the "Equipment" and "Indirect Cost" categories, is allowable with System Agency's written approval, but cannot exceed twenty-five percent (25%) of the total allotted amount during a Project FY. If the budget transfer(s) does exceed twenty-five percent (25%) of the total allotted amount during a Project FY, alone or cumulatively, in addition to System Agency's written approval, a formal Grant Agreement amendment is required;
 - b. Grantee may revise the "Equipment" and "Indirect Cost" budget categories, however any such revision requires System Agency's written approval and a formal Grant Agreement amendment; and
 - c. As stated in Section I(T)(3)(a) and I(T)(3)(b), if Grantee requests revisions to the cost reimbursement budget, it shall provide an email notification to the System Agency Contract Representative. The request must include a draft of the revised categorical budget, a summary of revisions being requested with the total percentage of funds being moved, and a justification of such revisions. System Agency will notify Grantee if its revision request is approved. Thereafter, System Agency will amend the Grant Agreement, if necessary, based on the criteria established in this Section I(T)(3). Grantee's proposed budget revision is not authorized, and funds cannot be utilized, until the Grant Agreement amendment is executed.
- U.** Comply with the reporting requirements and due dates established in this **ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK** and **SECTION VII, REPORTING REQUIREMENTS**, of the Contract Signature Document. Unless stated otherwise in this Grant Agreement, Grantee must submit the reports via Qualtrics, a web-based system, according to instructions provided by System Agency. Programmatic reports satisfy the information-sharing

requirements set forth in Texas Government Code, Sections 421.071 and 421.072(b) and (c). The reporting requirements include the following:

1. Grantee must prepare and submit an **Initial Work Plan** each Project FY and submit it to System Agency via Qualtrics, using a URL provided by System Agency. For Project FY2025, Grantee must submit the Initial Work Plan to System Agency by **January 1, 2025**.
2. Grantee must prepare and submit a **Jurisdictional Risk Assessment (JRA)** to System Agency via Qualtrics, using a URL provided by System Agency. For Project FY2025, Grantee must submit a Jurisdictional Risk Assessment to System Agency by **June 15, 2025**. Must include disproportionately impacted populations or access and functional needs. For FY24, previously completed JRAs can be submitted if they are not more than 5 years old. The next JRA will be due within the next 5 years from the submitted JRA date.
3. Grantee must prepare and submit a self-assessment on **Capacity Indicators** each Project FY via Qualtrics. For Project FY2025, Grantee must submit the Capacity Indicators Form to System Agency by **January 1, 2025**. System Agency will provide a template to Grantee, which will identify the information that Grantee must provide in its Capacity Indicators Form.
4. Grantee must prepare and submit a current **Multi-Year Integrated Preparedness Plan (“MYIPP”)** each Project FY, which must include at least five (5) years of progressive exercise, planning and training, to System Agency via Qualtrics. For Project FY2025, Grantee must submit the MYIPP to System Agency by **May 1, 2025**. The MYIPP must be based on the results of the Grantee’s training needs assessment and the evaluations of previous exercises and responses, including the After-Action Review/Improvement Plan. The MYIPP must include a description of:
 - a) Summary of the MYIPP Workshop;
 - b) The proposed location, month(s), and year(s) of future exercise(s);
 - c) The type(s) of future exercise(s) that will take place; and
 - d) The partnering entities.MYIPP must include one access and functional needs or underserved populations (FEMA Definition), training to support a ready responder workforce (WHF-B, AHA-G, LOC-B), and recovery operations (REC-A).
5. Grantee must implement an exercise program to include three (3) discussion-based workshops or Tabletop exercises and one (1) Functional or Full-Scale Operational Exercise over the five (5) year Performance Period. This includes completing After Action Reports (AAR), Corrective Action and Improvement Plans. The exercises should utilize scenarios that meet your priority jurisdictional risks identified in the JRA. Submit the **After-Action Review/Improvement Plan (“AAR/IP”)** for each exercise no later than 120 days after the exercise or by **June 30, 2029**, via Qualtrics.
6. For Project FY2025, the Grantee must submit the **Programmatic Mid-Year Performance Report** to the System Agency by **January 31, 2025**, via Qualtrics. The System Agency will provide a template to the Grantee, which will identify the information that the Grantee must provide in its Programmatic Mid-Year Performance Report.
7. For Project FY2025, the Grantee must submit the **Programmatic End-of-Year Performance Report** to the System Agency by **July 30, 2025**. The System Agency will

provide a template to the Grantee to identify the information that the Grantee must provide in its Programmatic End-of-Year Performance Report.

8. Grantee must submit biannual **Financial Status Reports (FSRs)**. Grantee's FSRs are due the last business day of the month following the end of each second Project FY quarter, and thirty (30) calendar days after each fourth Project FY quarter. The first FSR, for the period July 1, 2024, through December 31, 2024, is due by **January 31, 2025**. The second FSR, for the period January 1, 2025, through June 30, 2025, is due by **July 30, 2025**. Grantee shall electronically submit FSRs to invoices@dshs.texas.gov and fsrgrants@dshs.texas.gov, with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement. If the System Agency determines Grantee needs to submit FSR reports by mail or fax, Grantee must send the required information as follows:
 - a. For submission by mail, use address below:
Department of State Health Services
Claims Processing Unit
P.O. Box 149347, MC 1940
Austin, TX 78714-9347
 - b. For submission by fax, use the number below:
(512) 458-7442
9. Grantee must maintain an inventory of equipment, supplies defined as "Controlled Assets" (see definition in the form titled, "DSHS Contractor's Property Inventory Report (Form GC-11)," link below), and real property. Grantee shall submit an annual cumulative report of the above stated items on Form GC-11, located at the following URL: <https://www.dshs.texas.gov/hiv-std-program/dshs-tb-hiv-std-section-thisis/contract-management-section-prevention>. Grantee will submit the Form GC-11, via email, to FSoequip@dshs.texas.gov, with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement, no later than October 15th of each calendar year.
10. Grantee shall provide System Agency with other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
11. The Grantee must immediately notify the System Agency in writing if the Grantee is legally prohibited from providing any report required under this Grant Agreement.

II. PERFORMANCE MEASURES

- A. System Agency will monitor the Grantee's performance of this Statement of Work requirements and compliance with the Grant Agreement's terms and conditions.
- B. Grantee must adhere to PHEP reporting deadlines and the capability to receive, stage, store, distribute, and dispense materiel during a public health emergency. Failure to meet these requirements may result in the System Agency withholding a portion of the current Project

Fiscal Year PHEP base award.

- C. Upon request by the System Agency, the Grantee shall reasonably revise any performance measure to the System Agency's satisfaction and with the requirements outlined in this Grant Agreement.

III. INVOICE AND PAYMENT

- A. Grantee shall request monthly payments by the last business day of the month following the month in which expenses were incurred and shall use the State of Texas Purchase Vouchers (Form B-13 and Form B-13A) located at <http://www.dshs.texas.gov/grants/forms.shtm>. Grantee's final invoice will be due thirty (30) calendar days following the expiration date of the Grant Agreement. The System Agency will issue reimbursement payments to the Grantee monthly for reported actual cash disbursements supported by adequate documentation.

Invoice approval and payment is contingent upon receipt of adequate supporting documentation and submittal of acceptable supporting documentation by electronic mail to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov, with a copy to the assigned System Agency Contract Representative identified in the Signature Document.

At a minimum, every invoice should include:

1. Grantee name, address, email address, vendor identification number, and telephone number;
 2. DSHS Contract or Purchase Order number;
 3. Identification of service(s) provided;
 4. The total invoice amount; and
 5. Any additional supporting documentation that is required by this Statement of Work or as requested by System Agency.
- B. System Agency will pay Grantee monthly on a cost reimbursement basis and in accordance with **ATTACHMENT B, PROJECT FY2025 BUDGET**, of this Grant Agreement. System Agency will reimburse Grantee only for allowable and reported expenses incurred within the Project FY.
- C. Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total funds allotted per Project FY. All advances must be expended by the end of the Project FY. Advances not expended by the end of the Grant Agreement term must be refunded to the System Agency. System Agency may require the Grantee to repay all or part of advance funds at any time during the Grant Agreement term. However, if the advance has not been repaid before the last three (3) months of the Grant Agreement term, the Grantee must deduct at least one-third (1/3rd) of the remaining advance from each of the last three (3) months' reimbursement requests. If the advance is not repaid prior to the last three (3) months of the Grant Agreement term, System Agency will reduce the reimbursement request by one-third (1/3rd) of the remaining balance of the advance.

Certificate Of Completion

Envelope Id: F7FCE0A2E6064B9F839777D018595E64	Status: Sent
Subject: Please DocuSign: HHS001439500024, Hidalgo County Health and Human Services, Amendment 1, CPS-PHEP	
Source Envelope:	
Document Pages: 14	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	CMS Internal Routing Mailbox
Time Zone: (UTC-06:00) Central Time (US & Canada)	11493 Sunset Hills Road
	#100
	Reston, VA 20190
	CMS.InternalRouting@dshs.texas.gov
	IP Address: 160.42.176.239

Record Tracking

Status: Original	Holder: CMS Internal Routing Mailbox	Location: DocuSign
8/6/2024 11:14:44 AM	CMS.InternalRouting@dshs.texas.gov	

Signer Events

Signature	Timestamp
Judge Richard F. Cortez countyjudge@co.hidalgo.tx.us Hidalgo County Judge Hidalgo County Security Level: Email, Account Authentication (None)	Sent: 8/6/2024 11:21:20 AM Viewed: 8/6/2024 3:41:31 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Helen Whittington
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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Kirk Cole
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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
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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CMS Internal Routing Mailbox
cms.internalrouting@dshs.texas.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jennifer Silva
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(None)

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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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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Envelope Sent	Hashed/Encrypted	8/6/2024 11:21:20 AM
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Payment Events	Status	Timestamps
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