

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001437400022
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency”) and **HIDALGO COUNTY** (“Grantee”), who are collectively referred to herein as the “Parties,” to that certain contract to provide federal and state funding for Tuberculosis Prevention and Control services, effective September 1, 2024, and denominated DSHS Contract No. HHS001437400022, now desire to amend the Contract.

WHEREAS, to exercise their option to renew the Contract for an additional one-year term for State Fiscal Year 2026, representing the first of four one-year extension options (“First Renewal Period”);

WHEREAS, the Parties desire to update the Statement of Work, Contract Affirmations, and Uniform Terms and Conditions of the Contract;

WHEREAS, the Parties desire to add funds to the Contract for State Fiscal Year 2026 and clarify the not-to-exceed amount of the Contract;

WHEREAS, Grantee agrees to complete the annual Fiscal Federal Funding Accountability and Transparency Act (“FFATA”) Certification; and

WHEREAS, System Agency desires to revise its contact information.

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

1. **ARTICLE I, PARTIES**, of the Contract is amended to replace the System Agency contact information as follows:

System Agency

Department of State Health Services
Attention: Gabby Lara
1100 W. 49th Street, MC 1990
Austin, Texas 78756
Gabby.Lara@dshs.texas.gov

2. **ARTICLE III, CONTRACT PERIOD AND RENEWAL**, of the Contract is hereby amended to extend the Contract expiration date to August 31, 2026.
3. **ARTICLE V, CONTRACT AMOUNT AND PAYMENT FOR SERVICES**, of the Contract is amended to add funding in the amount of \$1,612,291.00 for the First Renewal Period. This amount includes federal funds in the amount of \$512,559.00, which includes System Agency’s federal share of \$427,128.00 plus Grantee’s required federal match amount of \$85,431.00; and state funds in the amount of \$1,099,732.00, which includes System Agency’s state share of \$916,443.00 plus Grantee’s required state match amount of \$183,289.00. The new not-to-

exceed Contract amount is \$3,224,582.00. All expenditures under the Contract shall be in accordance with **ATTACHMENT B-1, FY26 BUDGET**.

4. **ATTACHMENT A, STATEMENT OF WORK**, is deleted in its entirety and replaced with **ATTACHMENT A-1, FY26 STATEMENT OF WORK**.
5. **ATTACHMENT B, FY25 BUDGET**, is deleted in its entirety and replaced with **ATTACHMENT B-1, FY26 BUDGET**.
6. **ATTACHMENT C, HHS UNIFORM TERMS AND CONDITIONS – GRANT, v. 3.3 (NOVEMBER 2023)**, is deleted in its entirety and replaced with **ATTACHMENT C-1, HHS UNIFORM TERMS AND CONDITIONS – GRANT, v. 3.5 (SEPTEMBER 2024)**, which is attached to this Amendment and incorporated by reference and made part of the Contract for all purposes.
7. **ATTACHMENT D, CONTRACT AFFIRMATIONS v. 2.3 (AUGUST 2023)**, is deleted in its entirety and replaced with **ATTACHMENT D-1, CONTRACT AFFIRMATIONS v. 2.5 (NOVEMBER 2024)**, which is attached to this Amendment and incorporated by reference and made part of the Contract for all purposes.
8. **ATTACHMENT G-1, FFATA CERTIFICATION FORM**, is attached to this Amendment No. 1 and incorporated into the Contract.
9. This Amendment is effective immediately upon execution by the last Party to sign below. Operations and funding for Fiscal Year 2026 begin on September 1, 2025. Except as modified by this Amendment, all existing terms of the Contract, including the current Statement of Work, shall remain in full force and effect until and unless further modified by written agreement of the Parties.
10. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract shall remain in full force and effect.
11. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

ATTACHMENT A-1 FY26 STATEMENT OF WORK

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 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.
- G. Not lapse more than **1%** of the total funded amount on both state and federal funds 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.

II. Federal Requirements

Grantee will use federal funds under this Contract to support any of the following core TB control front-line activities:

1. Directly Observed Therapy (DOT);
2. Outpatient services (tuberculin skin testing, chest radiography, medical evaluation, treatment);
3. Class B immigrant evaluation and treatment;
4. Contact Investigation, evaluation and treatment;
5. Cohort Review;
6. Active Surveillance;
7. Timely reporting in NEDSS;
8. Data analyses;
9. Cluster investigations;
10. Provider education and training; and
11. Patient incentives.

Grantee will ensure **no** federal funds or matching funds are used for:

1. Medication purchases
2. Inpatient clinical care (hospitalization services or clinical services)
3. Entertainment
4. Furniture
5. Equipment
6. Sectarian worship, instruction, or proselytization

III. 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.

IV. Invoice and Payment

- A. Grantee will request payments using the State of Texas Purchase Voucher (FormB-13) located at <http://www.dshs.texas.gov/grants/forms/b13form.doc>. The 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 and CMSinvoices@dshs.texas.gov

- B.** Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in **Attachment B-1** of this Contract.
- C.** Grantee will maintain all documentation that substantiates invoices and make that documentation available to System Agency upon request. In the event a cost reimbursed under the Contract is later determined to be unallowable, the Grantee will reimburse System Agency for that cost. Support documents must align with the approved budget in all cost categories.
- D.** Invoices must be submitted monthly to prevent delays in subsequent months. If Grantee does not incur expenses for a month, Grantee is still required to submit a timely “zero dollar” invoice. Grantee must submit a final close-out invoice no later than thirty (30) days following the end of the State Fiscal Year. Invoices received more than thirty (30) days following the end of the State Fiscal Year are subject to denial of payment.
- E.** Grantee must submit final Financial Status Report (FSR) and final reimbursement or payment request no later than thirty (30) calendar days following the end of the Contract term.

V. Reporting Requirements

| Report Name | Frequency | Period Begin | Period End | Due Date |
|--|------------|---------------|---------------|----------------|
| Annual Progress Report | Annually | Sept. 1, 2025 | Aug. 31, 2026 | April 1, 2026 |
| Financial Status Report (FSR) | Biannually | Sept. 1, 2025 | Feb. 28, 2026 | March 31, 2026 |
| Final FSR | Biannually | March 1, 2026 | Aug. 31, 2026 | Sept. 30, 2026 |
| Final Quarter-Match Reimbursement / Certification Form (“Form B-13A”) | Annually | June 1, 2026 | Aug. 31, 2026 | Sept. 30, 2026 |
| Contractor’s Property Inventory Report (GC-11) | Annually | Sept. 1, 2025 | Aug. 31, 2026 | Oct. 15, 2026 |
| These forms can be found at Contractor Forms Texas DSHS https://www.dshs.texas.gov/contractor-forms | | | | |

Submission Instructions:

Annual Report: Submit program reports to the TB Reporting Mailbox:
TBContractReporting@dshs.texas.gov

Financial Reports (FSRs, B-13s, and B-13A)

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

Contractor Property Inventory Report (GC-11)

Submit to DSHS Fiscal Support and Oversight Email: FSOequip@dshs.texas.gov

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**ATTACHMENT B-1
FY26 BUDGET**

| Budget FY26 | | | |
|---------------------------|-----------------------|---------------------|-----------------------|
| Budget Category | DSHS Funds | Cash Match | Category Total |
| Personnel | \$924,575.00 | \$186,550.00 | \$1,111,125.00 |
| Fringe Benefits | \$404,872.00 | \$81,690.00 | \$486,562.00 |
| Travel | \$3,328.00 | \$0.00 | \$3,328.00 |
| Equipment | \$0.00 | \$0.00 | \$0.00 |
| Supplies | \$3,896.00 | \$480.00 | \$4,376.00 |
| Contractual | \$0.00 | \$0.00 | \$0.00 |
| Other | \$6,900.00 | \$0.00 | \$6,900.00 |
| Total Direct Costs | \$1,343,571.00 | \$268,720.00 | \$1,612,291.00 |
| Indirect Costs | \$0.00 | \$0.00 | \$0.00 |
| Totals: | \$1,343,571.00 | \$268,720.00 | \$1,612,291.00 |