



TEXAS
Health and Human
Services

Texas Department of State Health Services

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

The Honorable B. Glen Whitley
Tarrant County Judge
100 E. Weatherford Street, Room 5006
Fort Worth, Texas 76196

Subject: Public Health Emergency Preparedness Contract
Contract Number: 537-18-0139-00001, Amendment No. 7
Contract Amount: \$8,159,131.00
Contract Term: July 1, 2017 through June 30, 2023

Dear Judge Whitley:

Enclosed is the Public Health Emergency Preparedness Amendment No. 7 between the Department of State Health Services and Tarrant County.

The purpose of this amendment is to revise certain reporting requirements in the Statement of Work to continue performing 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. There is no change to the contract value.

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

Sincerely,

Jennifer Boggs, CTCM
Contract Manager
512-776-3967
Jennifer.Boggs@dshs.texas.gov

DEPARTMENT OF STATE HEALTH SERVICES

CONTRACT NO. 537-18-0139-00001

AMENDMENT NO. 7

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency") and **TARRANT COUNTY** ("Grantee"), each a "Party" and collectively the "Parties" to that certain Public Health Emergency Preparedness ("PHEP") contract effective July 1, 2017, and denominated as System Agency Contract No. 537-18-0139-00001 (the "Contract"), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to revise the financial reporting requirements in the Statement of Work to align with updated processes.

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

1. **SECTION III, INVOICE AND PAYMENT**, in **ATTACHMENT A.7, FY2023 STATEMENT OF WORK**, of the Contract is revised to read:
 - A. Grantee shall submit requests for reimbursement of required services/deliverables monthly using the State of Texas Purchase Voucher (Form B-13), together with supporting documentation as directed by DSHS. Forms should be mailed, faxed or e-mailed to the addresses below.
 - B. Grantee shall submit the Match Certification Form (B-13A) by August 15, 2023. Forms should be mailed, faxed or e-mailed to the addresses below.
 - C. Grantee shall submit a Financial Status Report (FSR) twice per fiscal year. The first FSR (for the period July 1, 2022 through December 31, 2022) is due by January 31, 2023. The second FSR (for the period January 1, 2023 through June 30, 2023) is due by August 15, 2023.
 - D. All reporting documents must be submitted by e-mail, fax, or mail. E-mail is preferred, but fax or mail are acceptable.
 1. For submission by mail, use address below:
Department of State Health Services
Claims Processing Unit
P.O. Box 149347
Austin, TX 78714-9347
 2. For submission by fax, use number below:
(512) 458-7442

3. For submission by e-mail, see requirements below:

- a. Form B-13 with supporting documentation and Form B-13A must be sent to invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov, with a copy to the System Agency contract manager.
- b. FSR must be sent to: invoices@dshs.texas.gov; FSRGrants@dshs.texas.gov; and with a copy to the System Agency contract manager.

E. Grantee will be reimbursed on a monthly basis in accordance with the Budget in **Attachment B** of this Contract.

F. System Agency reserves the right to redirect grant funds in the event of financial shortfall by Grantee. System Agency will monitor Grantee's expenditures on a quarterly basis. If Grantee expenditures are below projections, System Agency, in its sole discretion, may reduce Grantee's budget for the remainder of the contract term. System Agency also may reduce Grantee's budget if Grantee has vacant positions existing for more than ninety (90) consecutive calendar days.

2. This Amendment shall be effective as of the date last signed below.
3. Except as amended by this Amendment, all terms and conditions of the Contract, as amended, shall remain in effect.
4. Any further revisions to the Contract shall be by written agreement of the Parties.
5. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly C. Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

SIGNATURE PAGE FOR AMENDMENT NO. 7
SYSTEM AGENCY CONTRACT No. 537-18-0139-00001

DEPARTMENT OF STATE HEALTH SERVICES TARRANT COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____