



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 7

DATE: 12/13/2022

**SUBJECT: APPROVAL OF AMENDMENT NO. 7 TO THE FISCAL YEAR 2018
TEXAS DEPARTMENT OF STATE HEALTH SERVICES GRANT
CONTRACT FOR LABORATORY RESPONSE NETWORK - PUBLIC
HEALTH EMERGENCY PREPAREDNESS**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve Amendment No. 7 to the FY 2018 Texas Department of State Health Services (DSHS) Grant Contract, No. 537-18-0113-00001, for Laboratory Response Network – Public Health Emergency Preparedness.

BACKGROUND

On March 21, 2017, the Commissioners Court, through Court Order #124803, approved the Laboratory Response Network Public Health Emergency Preparedness grant contract for FY 2018.

On June 12, 2018, the Commissioners Court, through Court Order #127848, approved Amendment No. 1, adding an additional \$228,923.00 in funds for the FY 2019 contract term of July 1, 2018 through June 30, 2019.

On April 30, 2019, the Commissioners Court, through Court Order #130077, approved Amendment No. 2, adding an additional \$228,923.00 in federal funding and \$22,892.00 in match funds for the FY 2020 contract term of July 1, 2018 through June 30, 2020.

On January 28, 2020, the Commissioners Court, through Court Order #132023, approved Amendment No. 3, adding an additional \$5,036.00 in federal funding and \$504.00 in match funds for the FY 2020 contract term.

On April 2, 2020, the Commissioners Court, through Court Order #132537, approved Amendment No. 4, adding an additional \$238,263.00 in federal funding and \$23,826.00 in match funds for the FY 2021 contract term ending June 30, 2021.

On April 6, 2021, the Commissioners Court, through Court Order #135170, approved Amendment No. 5, adding an additional \$238,263.00 in federal funding and \$23,826.00 in match funds for the FY 2022 contract term ending June 30, 2022.

On March 3, 2022, the Commissioners Court, through Court Order #137577, approved Amendment No. 6, adding an additional \$238,263.00 in federal funding and \$23,826.00 in match funds for the FY 2023 contract term ending June 30, 2023. The total not-to-exceed amount is \$1,547,252.00 (\$1,406,594.00 represents federal funding and \$140,658.00 represents matching funds).

SUBMITTED BY:	Public Health	PREPARED BY: APPROVED BY:	Rune-Par Nilsson
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COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 12/13/2022 PAGE 2 OF 7

The purpose of this amendment is to revise certain reporting requirements in the Statement of Work to continue to perform the Level 3 chemical laboratory surge capacity activities from the Centers for Disease Control and Prevention (CDC) in support of public health emergency preparedness. There is no change to the contract value. All other terms and conditions not hereby amended remain in full force and effect

The Criminal District Attorney's Office has reviewed this document as to form.

FISCAL IMPACT

All associated cost will be paid from grant fund allocations in Grant-2004/F0042-2023. There will be no impact to the County's General Fund.





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: Laboratory Response Network (LRN-PHEP) Contract
Contract Number: 537-18-0113-00001, Amendment No. 7
Contract Amount: \$1,547,252.00
Contract Term: July 1, 2017 through June 30, 2023

Dear Judge Whitley:

Enclosed is the Laboratory Response Network 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 to perform the Level 3 chemical laboratory surge capacity activities 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. 537-18-0113-00001

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 grant contract to provide funding for Level 3 chemical laboratory surge capacity activities, effective July 1, 2017, and denominated as System Agency Contract No. 537-18-0113-00001 (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.6, 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:

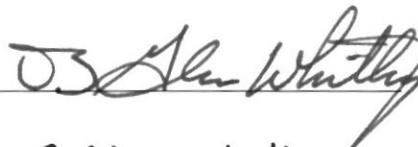
- a. Form B-13 with supporting documentation and Form B-13A must be sent to invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov, with a copy to the System Agency contract manager.
 - b. FSR must be sent to: invoices@dshs.texas.gov; FSRGrants@dshs.texas.gov, and with a copy to the System Agency contract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

SIGNATURE PAGE FOR AMENDMENT NO. 7
SYSTEM AGENCY CONTRACT NO. 537-18-0113-00001

DEPARTMENT OF STATE HEALTH SERVICES TARRANT COUNTY

By: _____

By: 

Name: _____

Name: B. Glen Whitley

Title: _____

Title: County Judge

Date of Signature: _____

Date of Signature: 12-13-2022

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS: \$ N/A

Renee Tidwell
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.