



TEXAS
Health and Human
Services

Texas Department of State Health Services

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

The Honorable Tim O'Hare, County Judge
Tarrant County
1101 South Main Street
Fort Worth, Texas 76104

Subject: IDCU/COVID
Contract Number: HHS000812700030, Amendment No. 5
Contract Amount: \$6,531,848.00
Contract Term: 8/16/2020 – 7/31/2024

Dear Judge O'Hare:

Enclosed is the IDCU/COVID contract amendment between the Department of State Health Services and Tarrant County.

The purpose of this contract is to provide funding for COVID-19 outbreak response activities.

This amendment increases the contract by \$160,925.00 for laboratory activities.

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

Sincerely,

Caeli Paradise, CTCM
Contract Manager
Phone: 512-776-3767
Email: Caeli.Paradise@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000812700030
AMENDMENT NO. 5**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**” or “**DSHS**”) and **TARRANT COUNTY** (“**GRANTEE**”), each a “Party” and collectively referred to as the “Parties,” to that certain grant contract for COVID-19 surveillance and enhanced laboratory activities effective August 16, 2020, and denominated DSHS Contract No. HHS000812700030 (“Contract”), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to revise the Statement of Work to change the financial status reporting requirement from quarterly to semi-annually; and

WHEREAS, the Parties desire to revise the Budget to add additional funding for COVID-19 outbreak response activities.

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

1. **SECTION IV, BUDGET**, of the Contract is hereby amended to add **\$160,925.00** to the Contract for the period beginning with the effective date of this Amendment and ending July 31, 2023, for a total not-to-exceed amount of **\$6,531,848.00** for COVID-19 activities.
2. **ATTACHMENT A-1, REVISED STATEMENT OF WORK, SECTION III, INVOICE AND PAYMENT**, is hereby amended and restated in its entirety as follows:

III. INVOICE AND PAYMENT

Grantee shall submit a monthly detailed and accurate invoice describing the services performed in completion of the responsibilities outlined in Attachment A-1. Invoices and supporting documentation shall be submitted to System Agency no later than thirty (30) days after the last day of each month.

- A.** Grantee shall request payments monthly using the State of Texas Purchase Voucher (Form B-13). Invoices must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to submit a “zero dollar” invoice on a monthly basis. 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. Invoices and any supporting documentation will be mailed or submitted by fax or electronic mail to all addresses/number below. Invoices submitted by electronic mail must be emailed to invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov simultaneously.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street

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P.O. Box 149347
 Austin, TX 78714-9347
 FAX: (512) 458-7442
 Email: Invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

Failure to submit required information may result in delay of payment or return of invoice. Billing invoices must be legible. Illegible or incomplete invoices which cannot be verified will be disallowed for payment.

- B.** Grantee shall submit the Financial Status Report (FSR-269A) biannually as outlined below. Grantee shall email the FSR-269A to the following email addresses: FSRgrants@dshs.texas.gov and cmsinvoices@dshs.texas.gov.

The Financial Status Report (FSR-269A) can be located at: <https://www.dshs.texas.gov/sites/default/files/hivstd/contractor/prev/269-FSR.xlsx>.

Financial Status Report	Period Covered	Due Date
1 st FSR - 269A	09/01/2022 – 02/28/2023	March 31, 2023
2 nd FSR - 269A	03/01/2023 – 08/31/2023	September 29, 2023
3 rd FSR - 269A	09/01/2023 – 02/29/2024	March 29, 2024
4 th FSR - 269A	03/01/2024 – 07/31/2024	September 16, 2024

- C.** Grantee will be paid on a cost reimbursement basis and in accordance with Attachment B-5 of this Contract.

3. **ATTACHMENT B-4, REVISED BUDGET**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT B-5, REVISED BUDGET**.

All expenditures under the Contract will be in accordance with **ATTACHMENT B-5, REVISED BUDGET**.

4. **ATTACHMENT B-5, REVISED BUDGET**, is attached to this Amendment No. 5 and incorporated as part of the Contract for all purposes.
5. This Amendment No. 5 shall be effective as of the date last signed below.
6. Except as amended and modified by this Amendment No. 5, 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.
8. 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. 5
DSHS CONTRACT NO. HHS000812700030

SYSTEM AGENCY

GRANTEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

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.

ATTACHMENT B-5 REVISED BUDGET

Categorical Budget	Epi CARES Funding	Epi Expansion Funding	LRN PPP Funding	LRN Expansion Funding	LRN SPHL Funding	LRN CORE A2 Funding	
Budget Period	Expires July 31, 2024	Expires July 31, 2024	Expires July 31, 2024	Expires July 31, 2024	Expires July 31, 2024	Expires July 31, 2023	Contract Total
PERSONNEL	\$610,415.00	\$1,661,763.00	\$163,834.00	\$75,852.00	\$0.00	\$0.00	\$2,511,864.00
FRINGE BENEFITS	\$177,020.00	\$797,646.00	\$57,113.00	\$24,273.00	\$0.00	\$0.00	\$1,056,052.00
TRAVEL	\$0.00	\$23,420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,420.00
EQUIPMENT	\$0.00	\$0.00	\$69,632.00	\$95,500.00	\$40,000.00	\$0.00	\$205,132.00
SUPPLIES	\$17,117.00	\$56,544.00	\$804,111.00	\$777,389.00	\$75,413.00	\$160,925.00	\$1,891,499.00
CONTRACTUAL	\$114,984.00	\$324,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$439,664.00
OTHER	\$151,040.00	\$47,917.00	\$164,310.00	\$39,900.00	\$1,050.00	\$0.00	\$404,217.00
TOTAL DIRECT CHARGES	\$1,070,576.00	\$2,911,970.00	\$1,259,000.00	\$1,012,914.00	\$116,463.00	\$160,925.00	\$6,531,848.00
INDIRECT CHARGES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$1,070,576.00	\$2,911,970.00	\$1,259,000.00	\$1,012,914.00	\$116,463.00	\$160,925.00	\$6,531,848.00