



TEXAS
Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

The Honorable Chris Hill
Collin County Judge
825 N. McDonald Street, Suite 130
McKinney, Texas 75069

Subject: Public Health Emergency Preparedness Contract
Contract Number: 537-18-0128-00001, Amendment No. 02
Contract Amount: \$1,799,579.00
Contract Term: July 1, 2017 through June 30, 2020

Dear Judge Hill:

Enclosed is the Public Health Emergency Preparedness amendment between the Department of State Health Services and Collin County.

The purpose of this contract is 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.

This amendment increases the contract by \$599,859.00 for FY 2020 and extends the contract end term to June 30, 2020.

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

Sincerely,

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

DEPARTMENT OF STATE HEALTH SERVICES

CONTRACT NO. 537-18-0128-00001

AMENDMENT NO. 02

RENEWAL

The **DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency”) and **COLLIN COUNTY** (“Grantee”), which are collectively referred to herein as the “Parties,” to that certain grant Contract effective July 1, 2017, and denominated DSHS Contract No. 537-18-0128-00001, now desire to amend the Contract.

WHEREAS, System Agency has elected to extend the term of the Contract;

WHEREAS, the Parties desire to revise the Budget to add funds for the Contract period beginning July 1, 2019, through June 30, 2020 (“**Fiscal Year 2020**” or “**FY2020**”); and

WHEREAS, the Parties desire to add the FY2020 Statement of Work.

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

1. **SECTION III** of the Signature Document, **DURATION**, is hereby amended to reflect a revised termination date of June 30, 2020.
2. **SECTION IV** of the Signature Document, **BUDGET**, is hereby amended to add **FIVE HUNDRED FORTY-FIVE THOUSAND THREE HUNDRED TWENTY-SEVEN DOLLARS (\$545,327.00)** in federal funding with the Grantee providing a total of **FIFTY-FOUR THOUSAND FIVE HUNDRED THIRTY-TWO DOLLARS (\$54,532.00)** in match funds for the Fiscal Year of 2020. The total Contract amount is not to exceed **ONE MILLION SIX HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED EIGHTY-ONE DOLLARS (\$1,635,981.00)** in federal funding and **ONE HUNDRED SIXTY-THREE THOUSAND FIVE HUNDRED NINETY-EIGHT DOLLARS (\$163,598.00)** in match funds for a combined total of **ONE MILLION SEVEN HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED SEVENTY-NINE DOLLARS (\$1,799,579.00)**. All expenditures under the Contract will be in accordance with the revised budget set forth herein. Funds provided in support of one Contract activity may only be used for that activity and may not be comingled with other funds provided under this Contract.
3. **SECTION VIII** of the Signature Document, **NOTICE TO PROCEED**, is hereby deleted in its entirety and replaced with the following:

VIII. NOTICE TO PROCEED

Funding for this Contract is dependent on the award of the applicable federal grant. No FY 2020 work may begin, and no charges may be incurred until the System Agency issues a written notice to proceed to Grantee. This Notice to Proceed may include an amended or ratified budget which will be incorporated into this Contract by a subsequent amendment,

as necessary. Notwithstanding the preceding, at the discretion of the System Agency, Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance as defined by 2 CFR §200.309.

4. **ATTACHMENT B, BUDGET**, is hereby amended by deleting the budget table in its entirety and replacing it with the following:

Budget Categories	FY18 Budget Summary (7/1/17 – 6/30/18)	FY19 Budget Summary (7/1/18 – 6/30/19)	FY20 Budget Summary (7/1/19 – 6/30/20)	Total Budget Summary
Personnel	\$361,039.00	\$389,946.00	\$402,471.00	\$1,153,456.00
Fringe Benefits	\$134,434.00	\$140,028.00	\$166,508.00	\$440,970.00
Travel	\$14,538.00	\$5,160.00	\$13,125.00	\$32,823.00
Equipment	\$0.00	\$52,358.00	\$0.00	\$52,358.00
Supplies	\$43,865.00	\$5,018.00	\$6,755.00	\$55,638.00
Contractual	\$16,000.00	\$0.00	\$0.00	\$16,000.00
Other	\$29,984.00	\$7,350.00	\$11,000.00	\$48,334.00
Sum of Direct Costs	\$599,860.00	\$599,860.00	\$599,859.00	\$1,799,579.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Sum of Total Direct Costs and Indirect Costs	\$599,860.00	\$599,860.00	\$599,859.00	\$1,799,579.00
Required Match (Cash or In-Kind)	\$54,533.00	\$54,533.00	\$54,532.00	\$163,598.00
TOTAL	\$599,860.00	\$599,860.00	\$599,859.00	\$1,799,579.00

It is agreed that Grantee shall provide matching funds in the amount of **\$163,598.00** for the Contract term.

5. The Parties agree to add **ATTACHMENT A.3, FY2020 STATEMENT OF WORK**, which is attached hereto and incorporated into the Contract as if fully set forth therein.
6. This Amendment No. 02 shall be effective on July 1, 2019.
7. Except as amended and modified by this Amendment No. 02, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
8. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 02
SYSTEM AGENCY CONTRACT No. 537-18-0128-00001**

**TEXAS DEPARTMENT OF STATE HEALTH
SERVICES**

COLLIN COUNTY

By: _____

Name: _____

Title: _____

Date of Execution: _____

Date of Execution: _____

**ARTICLE 1: THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART
OF THE CONTRACT:**

ATTACHMENT A.3 - FY2020 STATEMENT OF WORK

ATTACHMENT C- FFATA

ATTACHMENT A.3 STATEMENT OF WORK

July 1, 2019 through June 30, 2020

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Perform activities in support of the PHEP Cooperative Agreement from the Centers for Disease Control and Prevention (CDC) to align Public Health Emergency Preparedness (PHEP) and Hospital Preparedness Programs (HPP) and advance public health and healthcare preparedness.

- B. Perform the activities required under this Contract in the following county: Collin County.

- C. Provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.

- D. Address the following public health preparedness capabilities:
 1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short 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

ATTACHMENT A.3 STATEMENT OF WORK

July 1, 2019 through June 30, 2020

- private sector. This capability includes the routine sharing of information as well as 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 – Nonpharmaceutical 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 nonpharmaceutical interventions in response to the needs of an incident, event, or threat. Nonpharmaceutical 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

ATTACHMENT A.3 STATEMENT OF WORK

July 1, 2019 through June 30, 2020

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 Contract 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 are applicable to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24, as amended. Grantee will provide matching in the amount of at least ten percent (10%) of the allocation amount. Cash match is defined as an expenditure of cash by the Grantee on allowable costs of this Contract 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 Contract's project and that are contributed by non-federal third parties without charge to the Grantee. The criteria for 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

ATTACHMENT A.3 STATEMENT OF WORK

July 1, 2019 through June 30, 2020

- 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 Contract term.
- F. 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 jurisdiction served, to the affected area of the state upon receipt of a written request from System Agency.
- G. Inform System Agency in writing if Grantee will not continue performance under this Contract within 30 days of receipt of an amended standard(s) or guideline(s). System Agency may terminate this Contract immediately or within a reasonable period of time as determined by System Agency.
- H. Develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.
- I. Complete and submit programmatic reports as directed by System Agency in a format specified by System Agency. Due dates will be listed in the most current System Agency reporting schedule, to be released within thirty (30) days of the Contract start date. Grantee will provide System Agency other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
- J. Submit Performance Measures to System Agency within an established timeframe designated by System Agency as required by the CDC.
- K. Submit the work plan that encompasses the Contract term, due to System Agency within an established timeline designated by System Agency.

ATTACHMENT A.3 STATEMENT OF WORK

July 1, 2019 through June 30, 2020

- L. Conduct, or participate in, an annual Training and Exercise Planning Workshop (TEPW) with all applicable agencies in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) guidelines to develop a strategy and structure for a multi-year Training and Exercise Plan (TEP). Prepare, maintain, and upon request, submit a copy of the TEPW agenda and participant roster as documentation of TEPW attendance.

- M. Submit a current Multi-Year Training & Exercise Plan that covers FY20 through FY24 (July 1, 2019, through June 30, 2023) to System Agency within an established timeframe designated by System Agency, using the template provided by System Agency.

- N. Conduct, or participate in, at least one annual Preparedness Exercise consistent with their TEP. Submit a Notification of Exercise (NOE) form to System Agency Preparedness Exercise inbox at preparednessexercise@dshs.texas.gov no later than sixty (60) days prior to the start of the exercise.

- O. Submit at least one (1) After Action Review/Improvement Plan (AAR/IP). All AAR/IPs must be submitted to System Agency Preparedness Exercise inbox, preparednessexercise@dshs.texas.gov within sixty (60) days, or ninety (90) days for Real World Incident (RWI), of the completion of the exercise/response to System Agency Exercise Team and no later than June 30, 2020. AAR/IPs must be completed in accordance with Notification and Reporting of Exercise Grant.

- P. Complete and submit all supporting documents for the Operational Readiness Review (ORR) twenty (20) business days prior to review date. The review takes place every other year; however, documentation will still be required annually.
 - 1. ORR forms include:
 - a. Jurisdictional Data Sheet
 - b. Dispensing Planning Form
 - c. Distribution Planning Form
 - d. Training and Exercising Form
 - e. Dispensing Full-Scale Exercise (FSE) Form
 - f. Distribution FSE Form
 - 2. Provide updated Transportation Spreadsheet for submission to Health Emergency Preparedness and Response Section (HEPRS) External SharePoint by April 1, 2020.
 - 3. Perform and submit metrics (data collection sheets) on each of the three (3) SNS operation drills (at pre-identified Point of Dispensing [POD] locations and using existing call down rosters) to HEPRS External SharePoint and submit After Action

ATTACHMENT A.3 STATEMENT OF WORK

July 1, 2019 through June 30, 2020

Reviews/Improvements sixty (60) days after drill completion or by April 1, 2020, to the preparednessexercise@dshs.texas.gov inbox. Acceptable drills include:

- a. Staff Call Down;
- b. Facility Set-Up; and
- c. POD Activation.

- Q. Submit the Texas Public Health Risk Assessment Tool due to System Agency within an established timeframe designated by System Agency.
- R. Submit the Mid-Year Report due to System Agency within an established timeframe designated by System Agency.
- S. Complete an End-Of-Year Performance Report in a format specified by System Agency no later than August 15, 2019.
- T. Designate a member of the PHEP program to attend, in person, two (2) PHEP quarterly meetings during the Contract term. If the designee is unable to attend any of the meetings in person, the Grantee must notify System Agency in writing as to the reason for noncompliance.
- U. Designate a member of the PHEP program to attend, in person, four regional healthcare coalition meetings during the term of the Contract from July 1, 2019, to June 30, 2020. Submit sign-in sheets from meetings as evidence of attendance.
- V. Submit a current Texas Preparedness and Evaluation Process (TxPEP) report to System Agency within an established timeframe designated by System Agency, using the template provided by System Agency.
- W. Submit a report on the Grantee's vulnerable population outreach activities to System Agency within an established timeframe designated by System Agency, using a template provided by System Agency.
- X. Immediately notify System Agency in writing if Grantee is legally prohibited from providing any report under this Contract.
- Y. Use the Texas Disaster Volunteer Registry (TDVR), which is Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP), as their main volunteer management tool, if utilizing Medical Reserve Corps or other volunteer groups. If Grantee uses volunteers as provided in the Section, the Grantee must either:

ATTACHMENT A.3 STATEMENT OF WORK

July 1, 2019 through June 30, 2020

1. Request access to the TDVR from the State ESAR-VHP System Administrator, participate in required administrator trainings, and provide access to volunteers for registration or
 2. Petition System Agency in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP-compliant, web-based volunteer management system. If petitioning System Agency to use a fully operational, ESAR-VHP-compliant, web-based volunteer management system, then the substitute system must meet, but is not limited to, the following federal requirements:
 - a. Must offer Internet-based registration;
 - b. Volunteer information is collected and maintained in a manner consistent with all federal, state and local laws governing security and confidentiality;
 - c. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority;
 - d. Must be able to verify the credentials of the 20 mandated professions;
 - e. Must be able to assign to one of four emergency credential levels;
 - f. Must be able to identify volunteers willing to participate in a federally coordinated emergency response;
 - g. Must be able to re-verify professional credentials every 6 months;
 - h. Must have the ability to include the differing scope of work information for each of the 20 mandated professions;
 - i. Must be able to record all volunteer health professional affiliations; and
 - j. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE).
 - k. Additionally, the fully operational, ESAR-VHP-compliant, web-based volunteer management system must be able to register, collect, and verify the credentials and qualifications of the health professionals entered into the system.
- Z. Not use funds for research, clinical care, fund-raising 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 or furniture, or funding an award to another party or provider who is ineligible.
- AA. Cooperate with System Agency to coordinate all planning, training and exercises performed under this Contract with local emergency management and the Texas Division

ATTACHMENT A.3 STATEMENT OF WORK

July 1, 2019 through June 30, 2020

of Emergency Management (TDEM) District Coordinators assigned to the Grantee's sub-state region, 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.

- BB. 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.
- CC. Initiate the purchase of all equipment approved in writing by the System Agency in the first quarter of the FY20 Contract term (July 1, 2019 – June 30, 2020), 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 previously approved equipment after the first quarter in the Contract must be submitted to the assigned System Agency contract manager.
- DD. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.
- EE. Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the assigned System Agency contract manager by email not later than October 15 of each year.
- FF. System Agency funds must not be used to purchase buildings or real property without prior written approval from the System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.
- GG. At the expiration or termination of this Contract for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency. Title may be transferred to any other party designated by System Agency. The System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

**ATTACHMENT A.3
STATEMENT OF WORK**

July 1, 2019 through June 30, 2020

- HH. Comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
 - 1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
 - 2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
 - 3. Texas Health and Safety Code Chapter 81.

- II. Comply with all applicable regulations, standards and guidelines in effect on the beginning date of the term of this Contract.

- JJ. Submit other reports as required by System Agency. The initial reporting schedule for the requirements is subject to change as System Agency and CDC may modify requirements and due dates.

- KK. Work with the Regional Health Care Coalition to develop comprehensive preparedness strategies. Plans will be submitted to System Agency by the Health Care Coalition.

II. PERFORMANCE MEASURES

System Agency will monitor the Grantee's performance of the requirements and compliance with the Contract's terms and conditions. Grantee must demonstrate adherence 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 withholding a portion of the current PHEP base awards.

III. INVOICE AND PAYMENT

- A. Grantee will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Grantee will submit the Financial Status Report (FSR-269A) and the Match Certification Form (B-13A). Vouchers, supporting documentation, Financial Status Reports, and Match Certification Forms should be mailed or emailed to the addresses below.

Department of State Health Services
Claims Processing Unit, MC 1940

ATTACHMENT A.3 STATEMENT OF WORK

July 1, 2019 through June 30, 2020

1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov

B-13, B-13A, and supporting documentation should be sent to: invoices@dshs.texas.gov,
& CMSInvoices@dshs.texas.gov

FSRs should be sent to: invoices@dshs.texas.gov, FSRGrants@dshs.texas.gov &
CMSInvoices@dshs.texas.gov

- B. Grantee will be paid on a monthly basis and in accordance with **Attachment B, Budget**.
- C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.
- D. Grantee may request a one-time working capital advance not to exceed 12% of the total amount of the Contract funded by System Agency. All advances must be expended by the end of the Contract term. Advances not expended by the end of the Contract term must be refunded to System Agency.
- E. Grantee will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the Grantee must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, System Agency will reduce the reimbursement request by one-third of the remaining balance of the advance.

Attachment C
Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.**

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:
ZIP Code: 9-digits Required www.usps.com <input type="text"/>	DUNS Number: 9-digits Required www.sam.gov <input type="text"/>
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits <input type="text"/>	

Printed Name of Authorized Representative	Signature of Authorized Representative
Title of Authorized Representative	Date

Attachment C
Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;
Sally Tom:300000*

Provide compensation information here:

Certificate Of Completion

Envelope Id: 7CC69B9D0F7A4FEEBA79F45419F9A5F4

Status: Sent

Subject: Amending \$1,799,579.000; 537-18-0128-00001; Collin County A 2; DSHS CPS/HAZARDS

Source Envelope:

Document Pages: 27

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

Texas Health and Human Services Commission

AutoNav: Enabled

1100 W. 49th St.

Envelopeld Stamping: Enabled

Austin, TX 78756

Time Zone: (UTC-06:00) Central Time (US & Canada)

PCS_DocuSign@hhsc.state.tx.us

IP Address: 167.137.1.15

Record Tracking

Status: Original

Holder: Texas Health and Human Services

Location: DocuSign

4/30/2019 6:10:54 PM

Commission

PCS_DocuSign@hhsc.state.tx.us

Signer Events

Signature

Timestamp

Greta Rymal

Completed

Sent: 4/30/2019 6:22:26 PM

Greta.Rymal@hhsc.state.tx.us

Resent: 4/30/2019 6:36:14 PM

Texas Health and Human Services Commission

Viewed: 4/30/2019 10:12:22 PM

Security Level: Email, Account Authentication
(None)

Using IP Address: 70.114.249.73

Signed: 4/30/2019 10:15:18 PM

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chris Hill

Sent: 4/30/2019 10:15:21 PM

chill@co.collin.tx.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Andy Marker

Edward.Marker@hhsc.state.tx.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Karen Ray

Karen.Ray@hhsc.state.tx.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Cecile Young

cecile.young@hhsc.state.tx.us

Security Level: Email, Account Authentication
(None)

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
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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CMS CMUcontracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/30/2019 6:38:19 PM Viewed: 4/30/2019 9:04:57 PM
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Aparna Aavula aparna.aavula@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/30/2019 6:22:26 PM
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Jennifer Boggs Jennifer.Boggs@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/30/2019 6:22:27 PM Viewed: 4/30/2019 7:44:11 PM
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Eileen Prentice eprentice@co.collin.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/30/2019 10:15:21 PM Viewed: 5/1/2019 8:14:11 AM
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Pam Wells pam.wells@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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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	4/30/2019 10:15:21 PM
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Payment Events	Status	Timestamps
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