# DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS000686100011 AMENDMENT NO. 1

**THE DEPARTMENT OF STATE HEALTH SERVICES ("System Agency"** or **"DSHS"**) and **COLLIN COUNTY HEALTH CARE SERVICES ("Grantee"**), who are collectively referred to herein as the "**Parties**" to that certain grant Contract effective January 1, 2020, and denominated DSHS Contract No. **HHS0006861000011** ("**Contract**"), now want to amend the Contract.

WHEREAS, the Parties desire to renew the term of the Contract for an additional year;

WHEREAS, the Parties desire to add funds for the period beginning January 1, 2021, through December 31, 2021 (hereinafter referred to as "Fiscal Year 2021" or "FY2021"); and

WHEREAS, the Parties desire to revise the Statement of Work for Fiscal Year 2021.

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

- 1. ARTICLE IV of the Signature Document, **DURATION**, is hereby amended to reflect a revised termination date of December 31, 2021.
- ARTICLE V of the Signature Document, BUDGET, is hereby amended to add \$114,386.00 in DSHS funding with the Grantee providing \$22,877.00 in matching funds, for an FY2021 combined total of \$137,263.00. The total Contract amount will not exceed \$274,526.00. All expenditures under the Contract will be in accordance with ATTACHMENT B-1, FY2021 BUDGET.
- 3. ATTACHMENT A, STATEMENT OF WORK, is hereby deleted and replaced with ATTACHMENT A-1, REVISED STATEMENT OF WORK.
- 4. This Amendment shall be effective on January 1, 2021.
- 5. Except as amended and modified by this Amendment, all terms and conditions of the Contract shall remain in full force and effect.
- 6. Any further revisions to the Contract shall be by written agreement of the Parties.

#### **Signature Page Follows**

## SIGNATURE PAGE FOR AMENDMENT NO. 1 System Agency Contract No. HHS000686100011

DEPARTMENT OF STATE HEALTH SERVICES COLLIN COUNTY HEALTH CARE SERVICES

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Date of Signature:

THE FOLLOWING DOCUMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A-1REVISED STATEMENT OF WORKATTACHMENT B-1FY2021 BUDGETATTACHMENT G-1FFATA

**ATTACHMENTS FOLLOW** 

# ATTACHMENT A-1 REVISED STATEMENT OF WORK

# I. <u>GRANTEE RESPONSIBILITIES</u>

Grantee will:

- **A.** Comply with the most current version of the Tuberculosis Work Plan located at: <u>http://www.dshs.texas.gov/idcu/disease/tb/policies/</u>.
- **B.** Use federal funds under this Contract to support core TB control front-line activities including but not limited to:
  - 1. Directly observed therapy (DOT);
  - 2. Outpatient services (tuberculin skin testing, chest radiography, medical evaluation, treatment);
  - 3. Contact Investigation;
  - 4. Cohort Review;
  - 5. Surveillance;
  - 6. Reporting;
  - 7. Data analyses;
  - 8. Cluster investigations; and
  - 9. Provider education.
- C. Provide a cash match of no less than 20% of the total budget as reflected in the Contract.
- **D.** Provide match at the required percentage or Department of State Health Services (DSHS) may withhold payments, use administrative offsets, or request a refund from Grantee until the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.
- **E.** Ensure no DSHS funds or matching funds are used for:
  - 1. Medication purchases;
  - 2. Inpatient clinical care (hospitalization services);
  - 3. Entertainment;
  - 4. Furniture;
  - 5. Equipment; and
  - 6. Sectarian worship, instruction, or proselytization.

However, food and incentives are allowed using DSHS funds, but are not allowed for matching funds.

- F. Not lapse more than 1% of the total funded amount of the Contract.
- **G.** Maintain and adjust spending plan throughout the Contract term to avoid lapsing funds. 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 staffing levels to meet required activities of the Contract and to ensure all funds in the personnel category are expended.

- **I.** Use DSHS-designated data systems available for local entry. All collected TB information shall be entered into a designated state TB information system, including all data fields on the Report of Verified Case of Tuberculosis (RVCT), 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.
- **J.** Comply with all applicable federal and state statutes and regulations, policies and guidelines, as revised.

## II. PERFORMANCE MEASURES

System Agency will monitor the Grantee's performance of the requirements in 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.

## III. INVOICE AND PAYMENT

Grantee will request payment by preparing an invoice and submitting acceptable supporting documentation for reimbursement of the required services/deliverables. Invoices and supporting documentation shall be submitted to DSHS no later than 30 days after the last day of each month.

A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <u>http://www.dshs.state.tx.us/grants/forms/b13form.doc</u>. 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 49<sup>th</sup> Street P.O. Box 149347 Austin, TX 78714-9347 FAX: (512) 458-7442 EMAIL: <u>invoices@dshs.texas.gov</u> & <u>CMSinvoices@dshs.texas.gov</u>

- **B.** Grantee will email the Financial Status Report (FSR-269A) and the Match Certification Form (B-13A) to the following: <u>Invoices@dshs.texas.gov</u> and <u>TBContractReporting@dshs.texas.gov</u>. Grantee must submit final FSR and a reimbursement or final payment request no later than forty-five (45) calendar days following the end of the Contract term.
- **C.** Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B-1 of this Contract.

Report Name	Frequency	Period Begin	Period End	Due Date
FY20 Annual Narrative Report	Annually	Jan. 1, 2020	Dec. 31, 2020	April 1, 2021
FY21 Annual Narrative Report	Annually	Jan. 1, 2021	Dec. 31, 2021	April 1, 2022
Financial Status Report (FSR) & Match Reimbursement/Certification Form (B-13A)	Quarterly	Jan. 1, 2021	Mar. 31, 2021	April 30, 2021
FSR & Form B-13A	Quarterly	April 1, 2021	June 30, 2021	July 31, 2021
FSR & Form B-13A	Quarterly	July 1, 2021	Sept. 30, 2021	Oct. 31, 2021
FSR & Form B-13A	Quarterly	Oct. 1, 2021	Dec. 31, 2021	Feb. 15, 2022

# IV. PROGRAMMATIC REPORTING REQUIREMENTS

## **Annual Report Submission Instructions:**

Submit program reports to the TB Reporting Mailbox at <u>TBContractReporting@dshs.texas.gov</u>. The DSHS TB Program will provide the form and format for the Annual Narrative Report. The Annual Narrative Report will be a separate report for the Grantee and must not be included with reports for the Region.

## ATTACHMENT B-1 FY2021 BUDGET

Grantee: Collin County Health Care Services

Program ID: TB/PC-Federal

Contract Number: HHS000686100011

<b>Budget Categories</b>	DSHS Funds	Cash Match	Category Total
Personnel	\$57,902.00	\$16,785.00	\$74,687.00
Fringe Benefits	\$25,228.00	\$6,092.00	\$31,320.00
Travel	\$5,498.00	\$0.00	\$5,498.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$9,767.00	\$0.00	\$9,767.00
Contractual	\$4,650.00	\$0.00	\$4,650.00
Other	\$11,341.00	\$0.00	\$11,341.00
Total Direct Costs	\$114,386.00	\$22,877.00	\$137,263.00
Indirect Costs	\$.00	\$0.00	\$0.00
Totals:	\$114,386.00	\$22,877.00	\$137,263.00

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# **ATTACHMENT G-1**

#### 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. <u>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.</u>

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 <u>www.usps.com</u>	DUNS Number: 9-digits Required <u>www.sam.gov</u>
State of Texas Comptroller Vendor Identification N	lumber (VIN) 14 Digits

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

Department of State Health Services

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Form 4734 – June 2013

# 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 o	of its annual gross revenue from federal
awards during the preceding fiscal year?	s 🗌 No

#### B. <u>Certification Regarding Amount of Annual Gross from Federal Awards.</u>

Did your organization receive \$25 m	illion 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. <u>Certification Regarding Public Access to Compensation Information.</u>

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.

#### Provide compensation information here:



		SECORE
Certificate Of Completion		
Envelope Id: DCBAF86FA4E94DE6B743B09610E	02ACD	Status: Sent
Subject: Amending \$274,526; HHS000686100011	; Collin County Health Care Services A-1; DSHS/L	IDS/TB-FED
Source Envelope:		
Document Pages: 12	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 & Cana	ada)	PCS_DocuSign@hhsc.state.tx.us
		IP Address: 167.137.1.15
Record Tracking		
Status: Original	Holder: Texas Health and Human Services	Location: DocuSign
9/30/2020 2:32:00 PM	Commission	-
	PCS_DocuSign@hhsc.state.tx.us	
Signer Events	Signature	Timestamp
Chris Hill		Sent: 9/30/2020 2:40:00 PM
chill@co.collin.tx.us		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Imelda Garcia		
ImeldaM.Garcia@dshs.texas.gov		
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
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
CMS inbox	CODIED	Sent: 9/30/2020 2:40:00 PM
cmucontracts@dshs.texas.gov	COPIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lauren Miller	CODIED	Sent: 9/30/2020 2:39:59 PM
Lauren.Miller@dshs.texas.gov	COPIED	Viewed: 10/1/2020 7:39:18 AM
CMS Branch Manager		
Security Level: Email, Account Authentication		

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Laura Thomas	COPIED	Sent: 9/30/2020 2:40:00 PM
llthomas@co.collin.tx.us	COPIED	Viewed: 10/26/2020 8:24:16 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/30/2020 2:40:01 PM
Payment Events	Status	Timestamps