

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0128-00001
AMENDMENT NO. 6
RENEWAL**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**System Agency**”) and **COLLIN 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. 537-18-0128-00001 (the “**Contract**”), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to amend the Contract;

WHEREAS, the Parties desire to extend the term of the Contract in accordance with **ARTICLE III, DURATION**, of the Contract Signature Document;

WHEREAS, the Parties desire to add funds to the Contract for the period from July 1, 2022, through June 30, 2023 (“**Fiscal Year 2023**” or “**FY2023**”);

WHEREAS, the Parties desire to modify the Notice to Proceed provision of the Contract;

WHEREAS, the Parties desire to revise the Statement of Work and the Uniform Terms and Conditions to the Contract;

WHEREAS, the Parties desire to incorporate **ATTACHMENT F.6, FFATA CERTIFICATION FORM**, into the Contract;

WHEREAS, the Parties desire to incorporate **ATTACHMENT G, FY23 INDIVIDUAL WORK PLAN**, into the Contract; and

WHEREAS, the Parties desire to revise **ARTICLE VI, LEGAL NOTICES**, of the Contract Signature Document.

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

1. **ARTICLE III, DURATION**, of the Contract Signature Document is amended to reflect a revised termination date of **June 30, 2023**.
2. **ARTICLE IV, BUDGET**, of the Contract Signature Document is amended to add **\$562,786.00** in federal funding to the Contract with the Grantee providing a total of **\$56,279.00** in match funds for FY2023. The total not-to-exceed amount of the Contract is therefore increased to **\$3,669,973.00**, of which **\$3,336,336.00** represents federal funding and **\$333,637.00** represents match. 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. **ARTICLE VI, LEGAL NOTICES**, of the Contract Signature Document is amended to replace System Agency information with the following:

SYSTEM AGENCY

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe Street, Mail Code 1100
Austin, Texas 78751

with a copy to:

Department of State Health Services
Attention: General Counsel
1100 W. 49th Street, Mail Code 1919
Austin, TX 78756

4. **ARTICLE VIII, NOTICE TO PROCEED**, of the Contract Signature Document 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 FY2023 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.

5. **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)	FY21 Budget Summary (7/1/20 – 6/30/21)	FY22 Budget Summary (7/1/21– 6/30/22)	FY23 Budget Summary (7/1/22– 6/30/23)	Total Budget Summary
Personnel	\$328,601.00	\$345,248.00	\$368,721.00	\$360,794.00	\$413,299.00	\$376,718.00	\$2,193,381.00
Fringe Benefits	\$131,868.00	\$130,193.00	\$157,739.00	\$152,075.00	\$132,297.00	\$157,656.00	\$861,828.00
Travel	\$7,580.00	\$5,160.00	\$13,109.00	\$13,258.00	\$392.00	\$9,526.00	\$49,025.00
Equipment	\$0.00	\$52,358.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,358.00
Supplies	\$44,883.00	\$5,018.00	\$6,755.00	\$23,559.00	\$1,558.00	\$4,662.00	\$86,435.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$32,395.00	\$7,350.00	\$11,000.00	\$13,100.00	\$15,240.00	\$14,224.00	\$93,309.00
Sum of DSHS Direct Costs	\$545,327.00	\$545,327.00	\$557,324.00	\$562,786.00	\$562,786.00	\$562,786.00	\$3,336,336.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sum of DSHS Direct Costs and Indirect Costs	\$545,327.00	\$545,327.00	\$557,324.00	\$562,786.00	\$562,786.00	\$562,786.00	\$3,336,336.00
Plus, Required Match (Cash or In-Kind)	\$54,533.00	\$54,533.00	\$55,733.00	\$56,280.00	\$56,279.00	\$56,279.00	\$333,637.00
Total Contract Amount	\$599,860.00	\$599,860.00	\$613,057.00	\$619,066.00	\$619,065.00	\$619,065.00	\$3,669,973.00

The Parties agree that Grantee shall provide total matching funds in the amount of **\$333,637.00**.

As identified in this Contract and used herein, the term “Fiscal Year” or “FY” means the period from July 1 to June 30th of the following year, and does not identify a State or Federal Fiscal Year period, e.g. “Fiscal Year 2023” or “FY2023” means the period from July 1, 2022, through June 30, 2023.

6. **ATTACHMENT A.7, FY2023 STATEMENT OF WORK**, is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
7. **ATTACHMENT C, HHSC UNIFORM TERMS AND CONDITIONS**, is deleted and replaced in its entirety with **ATTACHMENT C, HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.0**.
8. **ATTACHMENT F.6, FFATA CERTIFICATION FORM**, is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
9. **ATTACHMENT G, FY23 INDIVIDUAL WORK PLAN**, is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
10. This Amendment shall be effective on July 1, 2022.

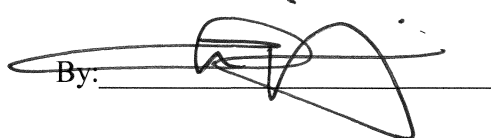
11. Except as amended by this Amendment, all terms and conditions of the Contract, as previously amended, shall remain in effect.
12. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 6
SYSTEM AGENCY CONTRACT NO. 537-18-0128-00001**

DEPARTMENT OF STATE HEALTH SERVICES COLLIN COUNTY

By: _____

By:  _____

Name: _____

Name: CHRIS HILL

Title: _____

Title: COUNTY JUDGE

Date of Signature: _____

Date of Signature: 15 MAR 2022

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT:

ATTACHMENT A.7 - FY2023 STATEMENT OF WORK

ATTACHMENT C - HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.0

ATTACHMENT F.6 - FFATA CERTIFICATION FORM

ATTACHMENT G - FY23 INDIVIDUAL WORK PLAN