TEXAS Health and Human Services

Texas Department of State Health Services

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

The Honorable Chris Hill
Collin County Judge
Collin County Health Department
825 N. McDonald, Ste. 130
McKinney, Texas 75069

Subject: Public Health Emergency Preparedness Contract
DSHS Contract Number: HHS001439500005
Contract Amendment No.: 3
Contract Amount: $1,064,792.00
Contract Term: July 1, 2024, through June 30, 2026

Dear Judge Hill:

Enclosed is the Public Health Emergency Preparedness grant agreement Amendment No. 3 between the Department of State Health Services and Collin County Health Department ("Grantee").

The purpose of this amendment is to reduce the FY2026 contract funding by 28% and revise the federal award information and certain attachments to the contract, to continue 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.

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. HHS001439500005
AMENDMENT NO. 3

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency" or "DSHS") and **COLLIN COUNTY HEALTH DEPARTMENT** ("Grantee"), who are collectively referred to as the "Parties," to that certain Public Health Emergency Preparedness ("PHEP") grant agreement, effective July 1, 2024, and denominated DSHS Contract No. HHS001439500005 ("Grant Agreement" or "Contract"), as amended, now desire to further amend the Grant Agreement.

WHEREAS, the Parties desire to decrease the Grant Agreement amount by 28% for the FY2026 extension period and revise the Budget and Statement of Work accordingly; and

WHEREAS, the System Agency desires to revise the Indirect Cost Letter and federal award information.

NOW, THEREFORE, the Parties amend and modify the Grant Agreement as follows:

1. **SECTION V, BUDGET AND INDIRECT COST RATE**, of the Grant Agreement is deleted in its entirety and replaced with the following:

   V. BUDGET AND INDIRECT COST RATE

   The total amount of this Grant Agreement will not exceed **ONE MILLION SIXTY-FOUR THOUSAND SEVEN HUNDRED NINETY-TWO DOLLARS ($1,064,792.00)**. This includes the System Agency share of NINE HUNDRED SIXTY-SEVEN THOUSAND NINE HUNDRED NINETY-TWO DOLLARS ($967,992.00) and Grantee's required match amount of NINETY-SIX THOUSAND EIGHT HUNDRED DOLLARS ($96,800.00).

   The total not-to-exceed amount includes the following:

   Total Federal Funds: $967,992.00
   Total State Funds: $0.00.00

   Funds will be allocated for each Project Fiscal Year ("FY"), which means the period beginning July 1 and ending June 30 each year, under this Grant Agreement. All expenditures under the Grant Agreement must be within the identified FY, and in accordance with **ATTACHMENT B.2, REVISED BUDGET (AUG. 2025)**.

   Indirect Cost Rate**:** The Grantee's acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B.2, REVISED BUDGET (AUG. 2025)**, and the ICR Acknowledgement Letter – Fifteen Percent De Minimis is attached to this Grant Agreement and incorporated as **ATTACHMENT I, ICR ACKNOWLEDGEMENT LETTER – FIFTEEN**

PERCENT DE MINIMIS. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

Indirect Cost Rate**:** If an indirect cost rate letter is required but has not been issued by System Agency at the time of Grant Agreement Execution, the Parties agree to amend the Grant Agreement to include the indirect cost rate letter and make any necessary, corresponding amendments to the budget after the letter is issued. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.

2. **SECTION X**, **FEDERAL AWARD INFORMATION,** of the Grant Agreement is deleted in its entirety and replaced with the following:

GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: S1ETLA9BNCC5

Federal Award Identification Number (FAIN): 5 NU90TU000053-02-00

A. Assistance Listings Title, Number, and Dollar Amount: Centers for Disease Control and Prevention, Public Health Emergency Preparedness (PHEP) Cooperative Agreement, 93.069, $35,995,796.00
B. Federal Award Date: 06/11/2024
C. Federal Award Period: July 1, 2024 – June 30, 2029
D. Name of Federal Awarding Agency: Centers for Disease Control and Prevention
E. Federal Award Project Description: Texas DSHS Public Health Emergency Preparedness (PHEP) Cooperative Agreement.
F. Awarding Official Contact Information:
   Ms. Kimberly Champion
   Grants Management Specialist
   (404) 498-4229
   qrf9@cdc.gov
G. Total Amount of Federal Funds Awarded to System Agency: $35,995,796.00
H. Amount of Funds Awarded to Grantee: $405,206.00
I. Identification of Whether the Award is for Research and Development: No

3. The Grant Agreement is amended to add **ATTACHMENT A.3, FY2026 STATEMENT OF WORK**, which is attached to this Amendment and incorporated into the Grant Agreement for all purposes.

4. **ATTACHMENT B.1, FY2026 BUDGET**, of the Grant Agreement is deleted in its entirety and replaced with **ATTACHMENT B.2, REVISED BUDGET (AUG. 2025)**, which is attached to this Amendment and incorporated into the Grant Agreement for all purposes.

5. This Amendment is effective upon execution by the last Party to sign below.

6. Except as amended and modified by this Amendment No. 3, all terms and conditions of the Grant Agreement, as amended, shall remain in full force and effect.

7. Any further revisions to the Grant Agreement shall be by written agreement of the Parties.

8. Each Party represents and warrants that the person executing this Amendment No. 3 on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 3
DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS001439500005

DEPARTMENT OF STATE HEALTH SERVICES	**COLLIN COUNTY HEALTH DEPARTMENT**
_____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date of Execution: _____	Date of Execution: _____

ATTACHMENT A.3
FY2026 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

A. Grantee shall perform activities in support of the Public Health Emergency Preparedness ("PHEP") Cooperative Agreement between the Centers for Disease Control and Prevention ("CDC") and the Department of State Health Services ("System Agency") to advance public health emergency preparedness.

B. Grantee shall perform the activities required under this Grant Agreement in the following cities, counties, or groups of counties (cumulatively, Grantee's "Jurisdiction"): Collin County.

C. Grantee shall provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.

D. Grantee shall coordinate with System Agency program staff to develop a preparedness activity plan for the Grantee's Jurisdiction. At minimum, the Grantee shall ensure the following public health emergency preparedness capabilities are all addressed in their workplan over by FY29:

1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short-term 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 private sector. This capability includes the routine sharing of information, as well as the 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 – Non-pharmaceutical 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 non-pharmaceutical interventions in response to the needs of an incident, event, or threat. Non-pharmaceutical 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 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. Grantee shall coordinate with System Agency program staff to develop a preparedness activity plan for the Grantee's Jurisdiction. CDC released the Public Health Response Readiness Framework that defines excellence in response operations. The Grantee shall be knowledgeable of these items and ensure the items are addressed throughout the deliverables:

1. Prioritize a risk-based approach – to all-hazards planning that addresses evolving threats and supports medical countermeasure logistics.
2. Enhance partnerships – (federal and nongovernmental organizations) to effectively support community preparedness efforts.
3. Expand local support – to improve jurisdictional readiness to effectively manage public health emergencies.
4. Improve administrative and budget preparedness systems – to ensure timely access to resources for supporting jurisdictional responses.
5. Build workforce capacity – to meet jurisdictional surge management needs and support staff recruitment, retention, resilience, and mental health.
6. Modernize data collection and systems – to improve situational awareness and information sharing with healthcare systems and other partners.
7. Strengthen risk communications activities – to improve proficiency in disseminating critical public health information and warnings and address mis/disinformation.
8. Incorporate practices – to enhance preparedness and response support for communities experiencing differences in health status due to structural barriers.
9. Advance capacity and capability of public health laboratories – to characterize emerging public health threats through testing and surveillance.
10. Prioritize community recovery efforts – to support health department reconstitution and incorporate lessons learned from public health emergency responses.

F. Grantee shall match funds awarded under this Grant Agreement 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 apply to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 Code of Federal Regulations (CFR) 74.23 and 45 CFR 92.24, as amended.

Grantee shall provide matching funds in the amount of ten percent (10%) of the DSHS Direct Costs and Indirect Costs amount as outlined in **ATTACHMENT B.2, REVISED BUDGET (AUG. 2025)**. "Cash match" is defined as an expenditure of cash by the Grantee on allowable costs under this Grant Agreement 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 Grant Agreement's project, and that are contributed by non-federal third parties without charge to the Grantee. The criteria for a 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 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 Grant Agreement;
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 Grant Agreement term.

G. Grantees budgeting indirect costs shall provide one of the following Indirect Cost Letters (ICR), as applicable.

Indirect Cost Rate Letter;
Indirect Cost Rate Acknowledgement Letter – De Minimis (up to 15%); or
Indirect Cost Rate Agreement Letter.

System Agency will request a copy of Grantee's most recent ICR letter at the time of Grant Agreement Execution and during subsequent renewals. Grantee shall provide any revised ICR letters done outside of the annual renewal process. Changes to the Indirect Cost Rate allocation in the Grantee's budget, or to the Grantee's approved Indirect Cost Rate Letter, will require a Grant Agreement amendment.

Grantee shall contact the Federal Funds Indirect Cost Rate Group Landing Page with questions related to the indirect cost rate process. Grantee may also email IndirectCostRateGroup@hhs.texas.gov with additional questions.

H. Grantee shall 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 Grantee's Jurisdiction, to the affected area of the state upon receipt of a written request from System Agency.

I. Grantee shall, in the event of a local, state, or federal incident, emergency or disaster, have the option to request from System Agency the United States Department of Health and Human Services (HHS) emPower Individual Data Set (hereinafter, the "CMS data") for PHEP services. To access CMS data, Grantee shall submit to System Agency a written request that describes how the CMS data will be used to perform emergency planning for identifying, and/or conducting outreach to at-risk Medicare beneficiaries to ensure they have the necessary

medical resources and assistance throughout and during recovery from the incident, emergency or disaster. System Agency reserves the right to request additional information from Grantee. System Agency will review Grantee's request and provide a written approval or denial.

Grantee's access to and use of the CMS data and any derivative data is provided to allow Grantee to perform specified and System Agency-approved public health activities under the Grant Agreement.

When accessing the CMS data or derivative data, Grantee shall:

1. Ensure Confidential Information is handled in compliance with the HHS Data Use Agreement and the Centers for Medicare and Medicaid Services Data Use Agreement and any associated DUA Addendum;
2. Employ appropriate administrative, technical, and physical safeguards to protect the confidentiality of the CMS data and/or derivative data. Such protections shall include, but not be limited to measures that prevent unauthorized use or access to or use of such data, logon protocols and passwords for electronic access to such data, encryption of such data at rest and in transit, permanent deletion of internet histories when using third party resources, and redaction of information when fully identifiable information is not required, and the use of sufficient overwriting to ensure permanent deletion of electronic copies of such data or the physical destruction of such data in accordance with terms of this section;
3. Only utilize CMS data and derivative data to perform public health activities and only for the purposes specifically requested and approved by System Agency and not for any other purpose;
4. Ensure CMS data or derivative data is not entered into any type of registry, unless approved in writing by System Agency;
5. Destroy all source data and derivative data within 30 calendar days from the date of disclosure. In the event the incident, emergency, or disaster extends past the 30 calendar days, Grantee may request a 30-day extension to continue the response and outreach by submitting a written request to System Agency with justification for the continued use of the data. Grantee shall submit written attestation to System Agency certifying that destruction of all data was completed;
6. Ensure Grantee staff who have access to CMS data or any derivative data complete HIPPA training prior to accessing any data set. Grantee shall produce evidence of completed training to System Agency upon request;
7. Ensure Grantee staff who have access to CMS data or any derivative data obtain role-based access to the CMS data or any derivative data; and
8. Attest that each staff member accessing the CMS data does not have a criminal background or disqualifying criminal history record information or is not otherwise prohibited from accessing the CMS data as set forth in state or federal law or rule, including CMS requirements.

J. Grantee shall coordinate activities and response plans within Grantee's Jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

K. Grantee shall inform System Agency in writing if Grantee will not continue performance under this Grant Agreement within thirty (30) calendar days of receipt of System Agency's notification of an amended standard(s) or guideline(s). In such event, System Agency may terminate this Grant Agreement immediately or within a reasonable period of time, as determined by System Agency.

L. Grantee shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Grant Agreement, including partial full-time employees and temporary staff.

M. Grantee shall complete and submit programmatic reports as directed by System Agency in a format specified by System Agency and as needed to satisfy information-sharing requirements set forth in Texas Government Code Sections 421.071 and 421.072(b and c), as amended. Grantee must provide System Agency other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Grant Agreement and to monitor compliance.

N. Grantee shall conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program ("HSEEP") guidance. Have plans, processes, and training in place to meet NIMS compliance requirements.

O. Grantee shall, when using volunteers during the Grant Agreement term, designate a Texas Disaster Volunteer Registry ("TDVR") State Emergency System for the Advanced Registration of Volunteer Health Professionals ("ESAR-VHP") System Administrator, participate in required administrator trainings, and utilize the system to identify volunteers.

P. Grantee shall coordinate all planning, training, and exercises performed under this Grant Agreement with other Local Health Entities, the Texas Division of Emergency Management ("TDEM"), or other points of contact at the discretion of System Agency, 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.

Q. Grantee shall 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.

R. Grantee shall work with the DSHS Public Health Region and their Regional Health Care Coalition to develop comprehensive preparedness strategies by participating in meetings, trainings, and exercises.

S. Grantee shall comply with all state and System Agency guidance and standards, including the following:

Texas Grant Management Standards, located at the following URL:
https://comptroller.texas.gov/purchasing/grant-management/.

T. Grantee shall comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:

1. Texas Government Code Chapter 418;
2. Public Law 116-22, Pandemic and All-Hazards Preparedness and Advancing Innovation Act ("PAHPAI");
3. Public Law 109-417 Pandemic and All-Hazards Preparedness Act ("PAHPA");
4. Texas Health and Safety Code Chapter 81;
5. Section 319 C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended; and
6. 2 CFR Part 200.

U. Grantee shall comply with all requirements related to purchases made with grant funds and uses of grant funds under this Grant Agreement. The requirements regarding purchases made with grant funds and uses of grant funds under this Grant Agreement include the following:

1. Grantee may not use funds for research, clinical care, fundraising 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, buildings or real property, or funding an award to another party or provider who is ineligible.
2. Grantee may not use funds made available under this Grant Agreement to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
3. Grantee must initiate the purchase of all equipment approved in writing by System Agency, 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 equipment must be submitted to the assigned System Agency Contract Representative.
4. At the expiration or termination of this Grant Agreement for any reason, title to any remaining equipment and supplies purchased with funds under this Grant Agreement reverts to System Agency. Title may be transferred to another party at the sole discretion of System Agency. System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.
5. Grantee shall not use System Agency funds to lease buildings or real property without prior written approval from System Agency. Further, Grantee shall not use System Agency funds for the purchase of buildings or real property under any circumstance.
6. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls.
7. System Agency will monitor Grantee's expenditures on a monthly basis. If expenditures are below the amount projected in Grantee's total FY amount, Grantee's budget may be subject to a decrease for the remainder of the FY.

V. Grantee shall comply with requirements related to the cost reimbursement budget under this Grant Agreement. The cost reimbursement budget requirements include the following:

1. Grantee's approved cost reimbursement budget must document all approved and allowable expenditures.
2. Grantee shall only utilize funding under this Grant Agreement for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented in the approved cost reimbursement budget, Grantee shall notify the System Agency Contract Representative, in writing, and request approval prior to utilizing the funds. System Agency shall provide written notification whether the requested expense is approved or denied.
3. Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to **FSOequip@dshs.texas.gov**, with a copy to the assigned System Agency Contract Representative by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $10,000: 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.

W. Grantee shall comply with the reporting requirements and due dates established in this **ATTACHMENT A.3, FY2026 STATEMENT OF WORK,** and **SECTION VII, REPORTING REQUIREMENTS**, of the Grant Agreement. Unless stated otherwise in this Grant Agreement, Grantee must submit the reports via Qualtrics, a web-based system, according to instructions provided by System Agency. Programmatic reports satisfy the information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072(b) and (c). The reporting requirements include the following:

1. Grantee must prepare an **Initial Work Plan** each FY and submit it to System Agency via Qualtrics, using a URL provided by System Agency. For FY2026, Grantee must submit the Initial Work Plan to System Agency by **July 31, 2025**. This requirement must be reviewed and approved by System Agency to receive credit.
2. Grantee must prepare and submit a **Jurisdictional Risk Assessment (JRA)** to System Agency via Qualtrics, using a URL provided by System Agency. For FY2026, Grantee must submit a Jurisdictional Risk Assessment to System Agency by **June 15, 2026**. Must include disproportionately impacted populations or access and functional needs. Previously completed JRAs can be submitted if they are not more than 5 years old. The next JRA will be due within the next 5 years from the submitted JRA date. This requirement must be reviewed and approved by System Agency to receive credit.
3. Grantee must prepare and submit a self-assessment on **Capacity Indicators** each FY via Qualtrics. For FY2026, Grantee must submit the Capacity Indicators Form to System Agency by **July 31, 2025**. System Agency will provide a template to Grantee, which will identify the information that Grantee must provide in its Capacity Indicators Form. This requirement must be reviewed and approved by System Agency to receive credit.
4. Grantee must prepare and submit a current **Multi-Year Integrated Preparedness Plan ("MYIPP")** each FY, which must include at least five (5) years of progressive exercise, planning and training, to System Agency via Qualtrics. For FY2026, Grantee must submit the MYIPP to System Agency by **May 1, 2026**. The MYIPP must be based on the results

of the Grantee's training needs assessment and the evaluations of previous exercises and responses, including the After-Action Review/Improvement Plan. The MYIPP must include a description of:

a) Summary of the MYIPP Workshop;
b) The proposed location, month(s), and year(s) of future exercise(s);
c) The type(s) of future exercise(s) that will take place; and
d) The partnering entities.

MYIPP must include one access and functional needs or underserved populations (FEMA Definition), training to support a ready responder workforce (WHF-B, AHA-G, LOC-B), and recovery operations (REC-A). This requirement must be reviewed and approved by System Agency to receive credit.

5. Grantee must implement an exercise program to include three (3) discussion-based exercises and one (1) Functional or Full-Scale Operational Exercise over the five (5) year Performance Period. This includes completing After Action Reports (AAR), Corrective Action and Improvement Plans. The exercises should utilize scenarios that meet your priority jurisdictional risks identified in the JRA. Submit the **After-Action Review/Improvement Plan ("AAR/IP")** for each exercise no later than 120 days after the exercise or thirty (30) days following the contract expiration, via Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit.
6. For FY2026, the Grantee must submit the **Programmatic Mid-Year Performance Report** to the System Agency by **January 31, 2026**, via Qualtrics. The System Agency will provide a template to the Grantee, which will identify the information that the Grantee must provide in its Programmatic Mid-Year Performance Report. This requirement must be reviewed and approved by System Agency to receive credit.
7. For FY2026, the Grantee must submit the **Programmatic End-of-Year Performance Report** to the System Agency by **July 30, 2026**. The System Agency will provide a template to the Grantee to identify the information that the Grantee must provide in its Programmatic End-of-Year Performance Report. This requirement must be reviewed and approved by System Agency to receive credit.
8. For FY2026, the Grantee located in DSHS Public Health Regions **7** and **8** must submit the **Jurisdictional Evaluation Tool (JET)** to the System Agency by **June 30, 2026**. The System Agency will provide a template to the Grantee to be completed using Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit. If the Grantee is Project Public Health Ready (PPHR) accredited, they may submit supporting PPHR documentation in lieu of completing applicable sections of the JET survey, as determined by System Agency.
9. Grantees in DSHS Public Health Regions **1, 2/3, 4/5N, 6/5S, 7, 8, 9/10**, and **11** must complete and submit the **Capacity Indicators Survey** in Qualtrics by **July 31, 2025**. There will be an additional section pertaining to the JET. The System Agency will provide a template to the Grantee to be completed using Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit.
10. Grantee must submit biannual **Financial Status Reports (FSRs)**. Grantee's FSRs are due biannually. The first FSR is due on the last day of the month following the first FSR period. The second FSR is due on the last day of the month, thirty (30) days after the contract end date and following the second FSR period. The first FSR, for the period July 1, 2025, through December 31, 2025, is due by **January 31, 2026**. The second FSR, for the period January 1, 2026, through June 30, 2026, is due by **July 30, 2026**. Grantee shall

electronically submit FSRs to invoices@dshs.texas.gov and fsrgrants@dshs.texas.gov, with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement. If the System Agency determines Grantee needs to submit FSR reports by mail or fax, Grantee must send the required information as follows:

a. For submission by mail, use address below:
Department of State Health Services
Claims Processing Unit
P.O. Box 149347, MC 1940
Austin, TX 78714-9347

b. For submission by fax, use the number below:
(512) 458-7442

11. Grantee must maintain an inventory of equipment, supplies defined as "Controlled Assets" (see definition in the form titled, "DSHS Contractor's Property Inventory Report (Form GC-11)," link below), and real property. Grantee shall submit an annual cumulative report of the above stated items on Form GC-11, located at the following URL: https://www.dshs.texas.gov/hiv-std-program/dshs-tb-hiv-std-section-thisis/contract-management-section-prevention. Grantee will submit the Form GC-11, via email, to FSOequip@dshs.texas.gov, with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement, no later than October 15th of each calendar year.
12. Grantee shall provide System Agency with other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Grant Agreement and to monitor compliance.
13. The Grantee must immediately notify the System Agency in writing if the Grantee is legally prohibited from providing any report required under this Grant Agreement.

II. PERFORMANCE MEASURES

A. System Agency will monitor the Grantee's performance of this Statement of Work requirements and compliance with the Grant Agreement's terms and conditions.

B. Grantee must adhere 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 the System Agency withholding a portion of the current Fiscal Year PHEP award.

C. Upon request by the System Agency, the Grantee shall reasonably revise any performance measure to the System Agency's satisfaction and with the requirements outlined in this Grant Agreement.

III. INVOICE AND PAYMENT

A. Grantee shall request monthly payments by the last business day of the month following

the month in which expenses were incurred and shall use the State of Texas Purchase Vouchers (Form B-13 and Form B-13A) located at https://www.dshs.texas.gov/contractor-forms Grantee's final invoice will be due thirty (30) calendar days following the expiration date of the Grant Agreement. The System Agency will issue reimbursement payments to the Grantee monthly for reported actual cash disbursements supported by adequate documentation.

Invoice approval and payment is contingent upon receipt of adequate supporting documentation and submittal of acceptable supporting documentation by electronic mail to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov, with a copy to the assigned System Agency Contract Representative identified in the Grant Agreement.

At a minimum, every invoice should include:

1. Grantee name, address, email address, vendor identification number, and telephone number;
2. DSHS Contract or Purchase Order number;
3. Identification of service(s) provided;
4. The total invoice amount; and
5. Any additional supporting documentation that is required by this Statement of Work or as requested by System Agency.

B. System Agency will pay Grantee monthly on a cost reimbursement basis and in accordance with **ATTACHMENT B.2, REVISED BUDGET (AUG. 2025)**, of this Grant Agreement. System Agency will reimburse Grantee only for allowable and reported expenses incurred within the FY.

C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. System Agency will monitor Grantee's expenditures on a biannual basis. If expenditures are below the amount projected in Grantee's total Grant Agreement amount, Grantee's budget may be subject to a decrease for the remainder of the Grant Agreement term. Vacant positions existing after ninety (90) days may result in a decrease in funds. Grantee must report position vacancies to their assigned Contract Manager each month until the position is filled.

D. Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total funds allotted per FY. All advances must be expended by the end of the FY. Advances not expended by the end of the Grant Agreement term must be refunded to the System Agency. System Agency may require the Grantee to repay all or part of advance funds at any time during the Grant Agreement term. However, if the advance has not been repaid before the last three (3) months of the Grant Agreement term, the Grantee must deduct at least one-third ($1/3^{rd}$) of the remaining advance from each of the last three (3) months' reimbursement requests. If the advance is not repaid prior to the last three (3) months of the Grant Agreement term, System Agency will reduce the reimbursement request by one-third ($1/3^{rd}$) of the remaining balance of the advance.

ATTACHMENT B.2

REVISED BUDGET (AUG. 2025)

BUDGET CATEGORIES	DSHS FUNDING FOR FY2025 (July 1, 2024 – June 30, 2025)	DSHS FUNDING FOR FY2026 (July 1, 2025 – June 30, 2026)	TOTAL DSHS FUNDING
Personnel	$381,210.00	$240,935.00	$622,145.00
Fringe Benefits	$151,436.00	$92,290.00	$243,726.00
Travel	$14,040.00	$12,855.00	$26,895.00
Equipment	$0.00	$0.00	$0.00
Supplies	$4,960.00	$15,775.00	$20,735.00
Contractual	$0.00	$0.00	$0.00
Other	$11,140.00	$6,515.00	$17,655.00
Sum of DSHS Direct Costs	**$562,786.00**	**$368,370.00**	**$931,156.00**
Indirect Costs	$0.00	$36,836.00	$36,836.00
Sum of DSHS Direct Costs and Indirect Costs	**$562,786.00**	**$405,206.00**	**$967,992.00**
Plus, Required Match (Cash or In-Kind)	$56,279.00	$40,521.00	$96,800.00
Total Contract Amount	**$619,065.00**	**$445,727.00**	**$1,064,792.00**

FY is defined as the period of July 1 through June 30.

TEXAS
Health and Human Services

Cecile Erwin Young
Executive Commissioner

April 1, 2025

Collin County
Janna Benson-Caponera
2300 Bloomdale Road, Suite 3100
McKinney, TX 75071
Email: jcaponera@co.collin.tx.us

Texas Identification Number: 17560008730

Re: De Minimis Indirect Cost Rate

Greetings:

Thank you for your submission of the Indirect Cost Rate Questionnaire and related documentation for review and consideration by the Health and Human Services (HHS) Indirect Cost Rate Group.

HHS approves the use of the de minimis indirect cost rate based on your certification that your organization does not have a current federal or state negotiated indirect cost rate. Acknowledgment of the rate is based on the condition that the information provided by your organization is accurate.

Please note that grants utilizing federal funds are federal subawards. For federal subawards, the effective date of the award refers to the date on which the federal award was awarded to HHSC/DSHS. Regarding federal awards to HHSC/DSHS that occurred prior to October 1, 2024, HHSC/DSHS is prohibited from applying the October 1, 2024 provisions until the federal awarding agency has taken action to apply the changes to that preexisting award. This may result in your subaward remaining subject to the previous requirements, even if your subaward was issued on or after October 1, 2024. Please refer to your grant agreement for the federal award date.

The de minimis indirect cost rate must be applied consistently across all awards unless there are grant or statutory restrictions. Any changes which may affect the eligibility to use the rate must be reported to HHS within 30 days of the change (i.e., obtaining a federally or other state agency negotiated indirect cost rate).

The table below outlines the applicable de minimis rate and Modified Total Direct Costs (MTDC) base determined by the award date and funding type (state, federal or combined braided/blended funding).

De Minimis Rate Determination

for **State Awards (Texas Grant Management Standards)**

Award Date

	On or before 9/30/2024	On or after 10/1/2024
Rate	10%	15%
MTDC Base includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, **and**	up to the first **$25,000** of each subaward (regardless of the period of performance of the subawards under the award).	up to the first **$50,000** of each subaward (regardless of the period of performance of the subawards under the award).

for **Federal Subawards (Uniform Grant Guidance)**

Award Date **to HHSC or DSHS** (refer to **federal Notice of Award**)

	On or before 9/30/2024	On or after 10/1/2024
Rate	10%	15%
MTDC Base includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, **and**	up to the first **$25,000** of each subaward (regardless of the period of performance of the subawards under the award).	up to the first **$50,000** of each subaward (regardless of the period of performance of the subawards under the award).

for **Awards with Braided or Blended Funding**

Awards with combined state and federal funds must use the Award Date from the federal Notice of Award (NOA) issued to the prime awardee (HHSC or DSHS) to determine which de minimis rate is applicable. If there is more than one federal Notice of Award, use the date from the earliest federal NOA. For example, if there is one state award and two federal NOAs being used for funding, use the earliest date out of the two federal NOAs.

The De Minimis rate is effective indefinitely, or until your organization switches to a negotiated rate (with us or another state or federal agency) or declines indirect cost recovery. Your organization must notify the HHS Indirect Cost Rate Group should this occur.

For answers to frequently asked questions, please see the attached FAQ document.

If you have questions regarding the date of the award issued to HHSC/DSHS from the federal awarding agency, please contact your contract manager.

If you have any other questions, you may email the Indirect Cost Rate Group at IndirectCostRateGroup@hhs.texas.gov. You may also submit a Technical Assistance request via the Indirect Cost Rate Group Landing Page.

Sincerely,

Ariana Torres
Manager
Indirect Cost Rate Group | Federal Funds |
Health & Human Services Commission |
4601 W. Guadalupe Street | Austin, TX 78751 | Mail Code 1475 |
Office: 737-867-7138 | Cell: 512-497-1419 |
Email: Ariana.Torres@hhs.texas.gov |

FAQ's: New De Minimis Rate

Q-1. My organization utilizes the de minimis rate and was issued a federal subaward on October 1, 2024. The federal Notice of Award to HHSC/DSHS is from July 1, 2024. Do I use the old de minimis rate or the new de minimis rate?

A-1. The old de minimis rate would apply. Unless the federal awarding agency has given specific guidance allowing the new de minimis rate to be used for awards issued prior to October 1, 2024, then the old de minimis rate must be used. Most federal awarding agencies – including the U.S. Department of Health and Human Services - did NOT apply the new regs to awards issued before October 1, 2024.

Q-2. My organization utilizes the de minimis rate and was issued a federal subaward for a five-year term. The federal Notice of Award that my subaward was issued under is before October 1, 2024.

A-2. The old de minimis rate would apply unless the federal awarding agency has given specific guidance allowing the new de minimis rate to be used for awards issued prior to October 1, 2024. Most federal awarding agencies – including the U.S. Department of Health and Human Services - did NOT apply the new regs to awards issued before October 1, 2024. However, if a new federal Notice of Award is issued to HHSC/DSHS for your subaward renewal, then the renewal may qualify, depending on the date of the new Notice of Award to HHSC/DSHS.

Q-3. My federal Notice of Award Date is October 2024, but my budget period begins in September 2023. Which de minimis applies in this situation?

A-3. The old de minimis rate applies in this situation since your budget period begins before October 1, 2024, unless the federal awarding agency has amended the grant terms to specifically adopt the new rate.

TEXAS
Health and Human Services

Certificate of Indirect Costs

De Minimis Indirect Cost Rate

Section 1: Organization Information	
Organization Name:	Collin, County Of
Texas Identification Number (TIN):	17560008730
Fiscal Year End Date:	September 30
Mailing Address:	2300 Bloomdale Road, Suite 3100
City, State, Zip code:	McKinney, TX 75071
Phone Number:	972-548-4638
Email Address:	jcaponera@co.collin.tx.us

Section 2: Certification of de minimis Indirect Cost Rate and Eligibility

An award recipient that proposes to use federal grant funds to pay for indirect costs but does not have a negotiated indirect cost rate may elect to charge the de minimis rate which may be used indefinitely. (2 CFR § 200.414) In order to charge the de minimis rate, the award recipient should submit this certification form to the Texas Health and Human Services (HHS) Indirect Cost Rate Group.

I certify that this Organization:Collin, County Of
meets the following eligibility criteria and agrees to the following conditions in order to use the de minimis indirect cost rate:

1.The award recipient does not have a current negotiated indirect cost rate with any federal or state agency.

2.The award recipient will not use any unrecovered indirect costs as cost-sharing or match, unless prior approval is granted by the HHS Indirect Cost Rate Group and a negotiated indirect cost rate is established.

3.The award recipient will not earn or keep any profit resulting from federal financial assistance, unless explicitly authorized by the terms and conditions of the award.

4.If the award recipient is a governmental entity, the award recipient has received less than $35 million in direct federal funding for the fiscal year requested. A governmental award recipient will inform the HHS Indirect Cost Rate Group any time more than $35 million is anticipated to be received during a single fiscal year.

5.The award recipient will inform HHS Indirect Cost Rate Group upon submission of an indirect cost rate proposal to a federal or state awarding agency, or upon the receipt of a negotiated indirect cost rate from a federal or state awarding agency.

TEXAS
Health and Human Services

Certificate of Indirect Costs

De Minimis Indirect Cost Rate

Section 2: Certification of de minimis Indirect Cost Rate and Eligibility

6. The de minimis rate will be applied to the Modified Total Direct Costs (MTDC) base.

7. The MTDC base includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 or $50,000 of each subaward (regardless of the period of performance of the subawards under the award); excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000 or $50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

8. The applicable de minimis rate and portion of subawards ($25,000 or $50,000) to be included in the MTDC calculation is dependent on the fund source and date of award. Your de minimis acknowledgement letter will outline the de minimis regulations and applicability.

9. The project costs will be consistently charged as either indirect or direct and will not be double charged to state or federal awards.

10. The proper use and application of the de minimis rate is the responsibility of the award recipient. Health and Human Services may perform a financial monitoring review to ensure compliance with 2 CFR Part 200.

Signature:	Signature Date: 28-Mar-2025
Printed Name of Official:	Robert D. Cone
Title of Official:	County Auditor

Certificate Of Completion

Envelope Id: 1037DC46-D8C5-4B29-A1FE-70BA765D6D45
Status: Sent
Subject: $1,064,792.00; HHS001439500005; Collin County; A.3; CPS/PHEP
Source Envelope:
Document Pages: 22
Signatures: 0
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
CMS Internal Routing Mailbox
11493 Sunset Hills Road
#100
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 167.137.1.15

Record Tracking

Status: Original
9/2/2025 10:54:15 AM
Holder: CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Chris Hill, County Judge chill@co.collin.tx.us Collin County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 9/2/2025 10:57:31 AM
Helen Whittington helen.whittington@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Patricia Melchior Patty.Melchior@dshs.texas.gov 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

Carbon Copy Events	Status	Timestamp
Bethany MacDonald bmacdonald@co.collin.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/2/2025 2:12:20 PM Viewed: 9/2/2025 2:12:46 PM
Jennifer Boggs jennifer.boggs@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
CMS Inbox cmucontracts@dshs.texas.gov 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	9/2/2025 10:57:31 AM
Envelope Updated	Security Checked	9/2/2025 2:12:19 PM
Envelope Updated	Security Checked	9/2/2025 2:12:19 PM
Envelope Updated	Security Checked	9/2/2025 2:12:20 PM
Envelope Updated	Security Checked	9/2/2025 2:12:20 PM
Envelope Updated	Security Checked	9/2/2025 2:12:20 PM
Envelope Updated	Security Checked	9/2/2025 2:12:20 PM

Payment Events	Status	Timestamps