

DEPARTMENT OF STATE HEALTH SERVICES

Contract 2016-004037



Amendment Summary

The Department of State Health Services (DSHS) and Comal County Health Department (Contractor) agree to amend Contract 2016-004037 in accordance with this Amendment 01: CPS – One Time Discretionary Unique Contracts

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| Previous Contract Amount: | \$27,350.00 |
| Change Amount: | \$0.00 |
| Amended Contract Amount: | \$27,350.00 |

Amendment effective date: 04/01/2016

Purpose for the amendment:

This amendment will amend certain contractual language as set forth below.

| Change No: 01 | Programmatic Changes |
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| <p>Current:</p> <p>Section (7)(M):</p> <p>M. The Contractor will:</p> <ol style="list-style-type: none"> 1. Submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor will provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance; and 2. Submit reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c). <p>If Contractor is legally prohibited from providing such reports, Contractor will immediately notify DSHS in writing.</p> | <p>Revised:</p> <p>Section (7)(M):</p> <p>M. The Contractor will:</p> <ol style="list-style-type: none"> 1. Submit the Mid-Year Report due to DSHS within an established timeframe designated by DSHS. 2. Complete an End-Of-Year performance report in a format specified by DSHS no later than August 15, 2016. 3. Submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor will provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance; and 4. Submit reports as requested by DSHS to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c). <p>If Contractor is legally prohibited from providing such reports, Contractor will immediately notify DSHS in writing.</p> |
| Change No: 02 | Special Provisions |
| <p>Current:</p> <p>Section (16)(B):</p> <p>B. General Provisions, Final Invoice/Billing Submission, Section 5.03 is modified to provide that Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016.</p> | <p>Revised:</p> <p>Section (16)(B):</p> <p>B. General Provisions, Applicability of General Provisions to Interagency and Interlocal Contracts, Section 2.08(a) is modified by deleting it in its entirety and replacing it with the following language.</p> <ol style="list-style-type: none"> a. The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts: |

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| | <ul style="list-style-type: none"> i. Hold Harmless and Indemnification, Section 14.17; ii. Independent Contractor, Section 13.05 (delete the third sentence in its entirety; delete the word “employees” in the fourth sentence; the remainder of the section applies); iii. Insurance, Section 14.22; iv. Liability Coverage, Section 25.03; v. Fidelity Bond, Section 25.02; vi. Historically Underutilized Businesses, Section 13.02 (Contractor, however, will comply with HUB requirements of other statutes and rules specifically applicable to that entity); vii. Debt to State and Corporate Status, Section 4.01; viii. Application of Payment Due, Section 4.02; and ix. Article XVI Claims against the Department (This Article is inapplicable to interagency contracts only). |
| <p>Change No: 03</p> | <p>Special Provisions</p> |
| <p>Current:</p> <p>Section (16)(C):</p> <p>C. General Provisions, Compliance and Reporting, Article II, Section 2.08(a) is modified by deleting it in its entirety and replacing it with the following language.</p> <p>a. The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:</p> <ul style="list-style-type: none"> i. Hold Harmless and Indemnification, Section 14.17; ii. Independent Contractor, Section 13.05 (delete the third sentence in its entirety; delete the word “employees” in the fourth sentence; the remainder of the section applies); iii. Insurance, Section 14.22; iv. Liability Coverage, Section 25.03; v. Fidelity Bond, Section 25.02; vi. Historically Underutilized Businesses, Section 13.02 (Contractor, however, will comply with HUB requirements of other statutes and rules specifically applicable to that entity); vii. Debt to State and Corporate Status, Section 4.01; viii. Application of Payment Due, Section 4.02; and ix. Article XVI Claims against the Department (This Article is inapplicable to interagency contracts only). | <p>Revised:</p> <p>Section (16)(C):</p> <p>C. General Provisions, Article III. Services, Section 3.02 Disaster Services, is revised to add the following:</p> <p>In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff’s time supporting this Contract for response efforts. DSHS shall reimburse Contractor up to 5% of this Contract funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.</p> |
| <p>Change No: 04</p> | <p>Special Provisions</p> |
| <p>Current:</p> <p>Section (16)(E):</p> <p>E. General Provisions, Access and Inspection Article X, Section 10.01 is revised to include the following: In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor.</p> <p>Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Contract, upon request by the DSHS Program staff.</p> | <p>Revised:</p> <p>Section (16)(E):</p> <p>E. General Provisions, Final Invoice/Billing Submission, Section 5.03 is modified to provide that Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016.</p> |
| <p>Change No: 05</p> | <p>Special Provisions</p> |
| <p>Current:</p> <p>Section (16)(F):</p> | <p>Revised:</p> <p>Section (16)(F):</p> |

F. General Provisions, Program Equipment and Supplies Article XXII, Section 22.01, is revised as follows:

Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016. In addition, all equipment and supplies must be received no later than 45 calendar days following the end of the Contract term.

F. General Provisions, Access and Inspection Article X, Section 10.01 is revised to add the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Contract, upon request by the DSHS Program staff.

Change No: 06

Current:
ADDITION

Special Provisions

Revised:

Section (16)(H):

H. General Provisions, Program Equipment and Supplies Article XXII, Section 22.01, is revised as follows:

Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016. In addition, all equipment and supplies must be received no later than forty-five (45) calendar days following the end of the Contract term.

Change No: 07

Current:
ADDITION

Special Provisions

Revised:

Section (16)(I):

I. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, Section 24.01.

DSHS will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The DSHS will determine whether costs submitted by Contractor are allowable and eligible for reimbursement. If the DSHS has paid funds to Contractor for unallowable or ineligible costs, the DSHS will notify Contractor in writing, and Contractor shall return the funds to the DSHS within thirty (30) calendar days of the date of this written notice. The DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditure that Contractor has not refunded to the DSHS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

| Applicable Entity Requirements | Applicable Cost Principles Administrative Requirements | Audit Requirements |
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| State, Local and Tribal Governments | | |
| 2 CFR, Part 225 | 2 CFR Part 200, Subpart F and UGMS | 2 |
| CFR Part 200 and UGMS Educational Institutions | | 2 CFR, Part |

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| | <p>220</p> <p>2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS</p> <p>Non Profit Organizations 2 CFR, Part 230 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS</p> <p>For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular. 48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS</p> <p>A chart of applicable Federal awarding agency common rules is located through a web link on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm.</p> <p>OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.</p> |
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| <p>Change No: 08</p> | <p>Special Provisions</p> |
| <p>Current:</p> <p>ADDITION</p> | <p>Revised:</p> <p>Section (16)(J):</p> <p>J. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.05</p> <p>If Contractor, within Contractor's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Contractor, within Contractor's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Contractors whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Status Registration Form. If Contractor fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Contractor shall be subject to the DSHS sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.</p> |

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| <p>Change No: 09</p> | <p>Special Provisions</p> |
| <p>Current:</p> <p>ADDITION</p> | <p>Revised:</p> <p>Section (16)(K):</p> |

K. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.06 is deleted in its entirety and replaced with the following:

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347
Health and Human Services Commission Office of Inspector
General Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to DSHS should be addressed as follows: COContractAdministration@dshs.state.tx.us

If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to the Enterprise Agency sanctions and remedies for non-compliance with this Contract.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Contractor Signature

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Signed by:

Date Signed:

DSHS Signature

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Signed by:

Date Signed: