

DEPARTMENT OF STATE HEALTH SERVICES



AMENDMENT #:01

THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) and COMAL COUNTY HEALTH DEPARTMENT ("Contractor"), (each a "Party" and collectively the "Parties") agree to amend Contract ID #2015-003611-00 ("Contract"), which was effective on May 15, 2015. This Contract has not been amended prior to this Amendment. This Amendment will be denominated as Contract No. 2015-003611-01.

I. The Parties agree to amend Section 4 of the Contract to extend the end of the Contract term to June 30, 2017.

II. The Parties agree to revise Section 7(A) to read as follows:

A. Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-12010302SUPP15) under the Grant Title: Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Cooperative Agreements / PHEP Supplemental for Ebola Preparedness and Response Activities and CFDA # 93.074 from the Centers for Disease Control and Prevention (CDC). This Ebola preparedness and response supplemental funding seeks to support accelerated local public health preparedness planning and operational readiness for responding to Ebola virus disease. For the Ebola Supplemental Funds, there is not a match requirement. Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

III. The Parties agree to revise Section 7(L)(5) to read as follows:

5. Submit the concept of operations plan for responding to Ebola or highly infectious diseases developed in accordance with DSHS Planning Standards by June 30, 2017.

IV. The Parties agree to revise Section 7(L)(6) to read as follows:

6. Submit the Ebola Collaboration Quarterly Reports, in accordance with the FY15-FY16-FY17 Ebola Contractual Requirements Schedule and provide two examples of evidence of collaboration with healthcare coalitions such as meeting agendas, minutes, sign-in sheets or other documentation of communication.

V. The Parties agree to delete Section 7(L)(10) in its entirety.

VI. The Parties agree to revise Section 7(L)(11) to read as follows:

10. Complete all additional reporting requirements requested by DSHS. All additional reporting requirements and due dates as listed in this current FY15-FY16-FY17 Ebola Contractual Requirements Schedule are subject to change as DSHS and CDC modify requirements and dates. Due dates will be listed in the most current DSHS Ebola supplemental reporting schedule.

VII. The Parties agree to add new subsections (Q) and (R) to Section 7 as follows:

Q. PERFORMANCE MEASURES:

DSHS will monitor the Contractor's compliance with the requirements in Section 7 and this Contract and failure to meet these requirements may result in withholding a portion of the current PHEP base awards.

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The initial reporting requirement schedule for the requirements is subject to change as DSHS and CDC may modify requirements and due dates. DSHS will send a requirements schedule within thirty (30) days of the contract start date.

R. BILLING INSTRUCTIONS:

Contractor 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 Contractor will submit the Financial Status Report (FSR-269A). Vouchers, supporting documentation and Financial Status Report should be mailed or emailed to the addresses below.

Claims Processing Unit, MC1940
Texas Department of State Health Services 1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

B-13: invoices@dshs.state.tx.us Php.vouchersupport@dshs.state.tx.us

Support Document: invoices@dshs.state.tx.us Php.vouchersupport@dshs.state.tx.us

FSR: invoices@dshs.state.tx.us Php.vouchersupport@dshs.state.tx.us FSRGrants@dshs.state.tx.us

VIII. The Parties agree to delete the following sections in their entirety as these Sections were included in the Contract by error and are duplicative: Section II. Performance Measures, Section III. Solicitation Document, Section IV. Renewals, Section V. Payment Method, Section VI. Financial Information, and Section VII. Billing Instructions.

IX. The Parties agree to revise Section 11 to provide as follows: DSHS has the option, in its sole discretion, to renew the Contract.

X. The Parties agree to delete Section 16. Special Provisions in its entirety and replace it with the following:

15. Special Provisions

A. General Provisions, Terms and Conditions of Payment Article VI, Section 6.02, Department Review, is revised to include the following:

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

B. General Provisions, General Business Operations of Contractor, Article XIV, Equipment, Section 14.20, is revised to include the following:

Contractor is required to initiate the purchase of approved equipment no later than June 30, 2017 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2017. In addition, all equipment must be received no later than 45 calendar days following the end of the Contract term.

C. General Provisions, Access and Inspection Article XI, Access and Inspection, Section 11.01 is

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hereby 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. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Contract and applicable Exhibit(s), upon request by the DSHS Program staff.

D. General Provisions, Payment Methods and Restrictions, Article V, Section 5.04, Working Capital Advance, is revised to include the following:

Contractor may request a one-time working capital advance not to exceed 12% of the total amount of the Contract funded by DSHS. 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 DSHS. Contractors 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 contractor 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, DSHS will reduce the reimbursement request by one-third of the remaining balance of the advance.

E. General Provisions, Article III. Services, Section 3.02 Disaster Services, is revised to include the following:

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 Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment 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.

XI. Except as provided in this Amendment, all other terms and conditions in the Contract will remain and be in full effect.

XII. This Amendment is effective on October 1, 2016.

By signing this Amendment, the undersigned certify that they have the authority to bind their respective party to this Amendment's terms and conditions.

Department Of State Health Services

By:
Title:
Date:

Contractor

By:
Title:
Date: