

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000897700003
AMENDMENT NO. 1**

The Department of State Health Services (“DSHS” or “System Agency”) and Dallas County, Texas a political subdivision of the State of Texas on behalf of Dallas County Health and Human Services (“Grantee”), each a “Party” and collectively the “Parties” to DSHS Contract No. HHS000897700003 effective November 18, 2020 (the “Contract”), now want to amend the Contract.

WHEREAS, the Parties want to extend the term of the Contract by one additional year;

WHEREAS, DSHS wants to reduce the budget for services delivered from November 18, 2020 through July 31, 2021;

WHEREAS, DSHS wants to increase the Contract amount to pay for services delivered from August 1, 2021 through July 31, 2022 (the “Renewal Period”);

WHEREAS, the Parties want to create a budget for the Renewal Period; and

WHEREAS, the Parties want to revise the Statement of Work.

The Parties therefore agree to amend the Contract as follows:

- 1. ARTICLE III OF THE CONTRACT, DURATION**, is hereby amended to extend the termination date to July 31, 2022.
- 2. ARTICLE IV, BUDGET**, is hereby amended to increase the total Contract amount to a sum not to exceed \$3,346,389.00. The amount payable for services delivered from November 18, 2020 through July 31, 2021 is not to exceed \$1,221,962.00; and the amount payable for services delivered during the Renewal Period is not to exceed \$2,124,427.00. The budgeted expenses within each period must be in accordance with **Attachment B-1**.
- 3. Attachment B – Budget** is hereby deleted in its entirety and replaced with **Attachment B-1 – Budget**, which is attached hereto and incorporated into the Contract.
- 4. Attachment A – Statement of Work, Section I - GENERAL REQUIREMENTS, subsection (D)** is hereby amended to read as follows:

Ensure activities begin no later than 90 days following the Contract start date (either via direct service provision or subcontract). CDC restrictions will be in place until DSHS receives signed contracts and detailed itemized budgets from your partnering agencies.

- 5. Attachment A – Statement of Work, Section VI Program Monitoring and Progress**

Reports, subsection (C) is hereby amended to read as follows:

Provide the required reports to hivstdreport.tech@dshs.texas.gov with copies to the designated DSHS HIV/STD Program Consultants and the Public Health Regional HIV/STD Program Manager/Coordinator by the following dates: October 1, 2021; March 1, 2022; and October 1, 2022;

6. This Amendment No. 1 shall be effective on the date of the last signature below.
7. Except as modified by this Amendment No. 1, all terms and conditions of the Contract shall remain in effect. In the event this Amendment No. 1 and the terms of the Contract are in conflict, this Amendment No. 1 shall govern unless it would make the Contract void by law.
8. Any further revision to the Contract shall be by written agreement of the Parties.
9. All terms not otherwise defined in this Amendment No. 1 shall have the meaning ascribed to those terms in the Contract.

Signature Page to follow

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SIGNATURE PAGE FOR AMENDMENT NO. 1

DSHS CONTRACT NO. HHS000897700003

DEPARTMENT OF STATE HEALTH SERVICES

**DALLAS COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF TEXAS ON BEHALF OF
DALLAS COUNTY HEALTH AND HUMAN
SERVICES**

By:

DocuSigned by:

Kirk Cole

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Signature of Authorized Representative

Printed Name Kirk Cole
Title Deputy Commissioner
July 12, 2021
Date of Execution

By:

DocuSigned by:

Clay Jenkins

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Signature of Authorized Representative

Printed Name Clay Jenkins
Title Dallas County Judge
July 9, 2021
Date of Execution

APPROVED AS TO FORM*:

John Creuzot
Dallas County District Attorney

Russell Roden
Chief, Civil Division

DocuSigned by:

Russell Roden

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*BY LAW, THE DISTRICT ATTORNEY'S June 21, 2021

OFFICE MAY ONLY ADVISE OR APPROVE
CONTRACTS OR LEGAL DOCUMENTS ON
BEHALF OF ITS CLIENTS. IT MAY NOT
ADVISE OR APPROVE A LEASE,
CONTRACT, OR LEGAL DOCUMENT ON
BEHALF OF OTHER PARTIES. OUR REVIEW
OF THIS DOCUMENT WAS CONDUCTED
SOLELY FROM THE LEGAL PERSPECTIVE
OF OUR CLIENT. OUR APPROVAL OF THIS
DOCUMENT WAS OFFERED SOLELY FOR
THE BENEFIT OF OUR CLIENT. OTHER
PARTIES SHOULD NOT RELY ON THIS
APPROVAL AND SHOULD SEEK REVIEW
AND APPROVAL BY THEIR OWN
RESPECTIVE ATTORNEY(S).

**THE FOLLOWING DOCUMENT IS ATTACHED TO THIS AMENDMENT NO. 1, AND ITS TERMS ARE
HEREBY INCORPORATED INTO THE CONTRACT BY REFERENCE:**

**ATTACHMENT B-1Budget
ATTACHMENT FOLLOWS**

**ATTACHMENT B-1
BUDGET**

REVISED BUDGET (November 18, 2020 through July 31, 2021)	
CATEGORY	AMOUNT
PERSONNEL	\$292,476.00
FRINGE BENEFITS	\$103,842.00
TRAVEL	\$1,725.00
EQUIPMENT	\$0.00
SUPPLIES	\$196,805.00
CONTRACTUAL	\$419,548.00
OTHER	\$207,566.00
TOTAL DIRECT COSTS	\$1,221,962.00
INDIRECT COSTS	\$0.00
TOTAL	\$1,221,962.00

BUDGET (August 1, 2021 through July 31, 2022)	
CATEGORY	AMOUNT
PERSONNEL	\$587,808.00
FRINGE BENEFITS	\$213,738.00
TRAVEL	\$8,400.00
EQUIPMENT	\$0.00
SUPPLIES	\$176,220.00
CONTRACTUAL	\$988,495.00
OTHER	\$149,766.00
TOTAL DIRECT COSTS	\$2,124,427.00
INDIRECT COSTS	\$0.00
TOTAL	\$2,124,427.00