

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0119-00001**

AMENDMENT NO. 03

The **DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency”) and **HARRIS COUNTY PUBLIC HEALTH** (“Grantee”), each a “Party” and collectively the “Parties,” to that certain grant Contract effective July 1, 2017, and denominated DSHS Contract No. 537-18-0119-00001, as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to revise the Budget to add additional funds for the Contract period beginning July 1, 2019, through June 30, 2020 (“**Fiscal Year 2020**” or “**FY2020**”) and add **\$5,000.00** in support of the Medical Reserve Corps Preparedness Project;

WHEREAS, the Parties desire to revise the Federal Grant Information; and

WHEREAS, the Parties desire to revise the FY2020 Statement of Work.

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

- SECTION IV** of the Signature Document, **BUDGET**, is amended to add **\$28,065.00** in federal funding and **\$5,000.00** in Medical Reserve Corps (MRC) funding to the Contract with the Grantee providing a total of **\$2,807.00** in match funds. The total Contract amount is not to exceed **\$3,860,177.00** in federal funding and MRC funding and **\$385,518.00** in match funds for a combined total of **\$4,245,695.00**. 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.
- ATTACHMENT B, BUDGET**, the budget table is amended and restated with the following budget table:

Budget Categories	FY18 Budget Summary (7/1/17 – 6/30/18)	FY19 Budget Summary (7/1/18 – 6/30/19)	FY20 Budget Summary (7/1/2019 – 6/30/20)	FY20 Budget Summary (7/1/19 – 6/30/20) - 2.2% Increase	FY20 Budget Summary (7/1/19 – 6/30/20) - MRC Funding	Total Budget Summary
Personnel	\$887,661.00	\$866,991.00	\$822,169.00	\$0.00	\$0.00	\$2,576,821.00
Fringe Benefits	\$379,693.00	\$390,037.00	\$375,623.00	\$0.00	\$0.00	\$1,145,353.00
Travel	\$30,160.00	\$28,878.00	\$23,204.00	\$0.00	\$0.00	\$82,242.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$35,485.00	\$34,143.00	\$29,606.00	\$6,065.00	\$0.00	\$105,299.00
Contractual	\$42,925.00	\$41,125.00	\$76,960.00	\$20,000.00	\$0.00	\$181,010.00
Other	\$27,350.00	\$42,100.00	\$52,750.00	\$2,000.00	\$5,000.00	\$129,200.00
Sum of Direct Costs	\$1,403,274.00	\$1,403,274.00	\$1,380,312.00	\$28,065.00	\$5,000.00	\$4,219,925.00
Indirect Costs	\$0.00	\$0.00	\$22,963.00	\$0.00	\$0.00	\$22,963.00
Sum of Total Direct Costs and Indirect Costs	\$1,403,274.00	\$1,403,274.00	\$1,403,275.00	\$28,065.00	\$5,000.00	\$4,242,888.00
Required Match (Cash or In-Kind)	\$127,570.00	\$127,570.00	\$127,571.00	\$2,807.00	\$0.00	\$385,518.00
TOTAL	\$1,403,274.00	\$1,403,274.00	\$1,403,275.00	\$30,872.00	\$5,000.00	\$4,245,695.00

3. **SECTION VI** of the Contract, **ADDITIONAL GRANT INFORMATION**, is hereby revised as follows:

Federal Award Identification Number (FAIN): NU90TP922045

Federal Award Date: July 1, 2019

Name of Federal Awarding Agency: Centers for Disease Control and Prevention

CFDA Number and Name: 93.069 – Public Health Preparedness

Awarding Official Contact Information:

Name: Stephanie Vento

Address: 1600 Clifton Road, MS D29, DSLR, Atlanta, GA 30329

Phone: (404)960-9023

4. **ATTACHMENT A.3, FY2020 STATEMENT OF WORK**, is amended and restated as **ATTACHMENT A.4, FY2020 STATEMENT OF WORK**, which is attached to the Contract.
5. This Amendment shall be effective upon execution by both Parties.
6. Except as amended by this Amendment, all terms and conditions of the Contract, shall remain in full force and effect.
7. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 03
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0119-00001**

DEPARTMENT OF STATE HEALTH SERVICES HARRIS COUNTY PUBLIC HEALTH

DocuSigned by:
Jennifer Sims _____
FF74006FBA8747E...

Jennifer Sims

Deputy Commissioner

DocuSigned by:
Lina Hidalgo _____
14B4DDA11E5C471...

Name: Lina Hidalgo

Title: County Judge

Date of Execution: December 5, 2019

Date of Execution: December 3, 2019

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

ATTACHMENT A.4 FY2020 STATEMENT OF WORK

ATTACHMENT A.4
FY2020 STATEMENT OF WORK
July 1, 2019 through June 30, 2020

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Perform activities in support of the Public Health Emergency Preparedness (“PHEP”) Cooperative Agreement from the Centers for Disease Control and Prevention (“CDC”) and advance public health preparedness.
- B. Perform the activities required under this Contract in the following county: Harris County.
- C. Provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.
- D. Address the following public health preparedness capabilities:
 1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short 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 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

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- 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 – Nonpharmaceutical 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 nonpharmaceutical interventions in response to the needs of an incident, event, or threat. Nonpharmaceutical 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

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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. Match funds awarded under this Contract 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 are applicable to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24, as amended.

Grantee will provide matching in the amount of at least 10% of the Contract amount as set forth in **Attachment B, Budget**. Cash match is defined as an expenditure of cash by the Grantee on allowable costs of this Contract 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 Contract's project and that are contributed by non-federal third parties without charge to the Grantee. The criteria for 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 Contract;
8. Be adequately documented;
9. Follow procedures for generally accepted accounting practices as well as meet audit

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- requirements; and
10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Contract term.
- F. In the event of a local, state, or federal emergency, the Grantee has the authority to utilize approximately 5% of the Grantee's staff's time supporting this Contract for response efforts. System Agency will reimburse Grantee up to five percent of this Contract funded by the CDC for personnel costs responding to an emergency event. Grantee will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation in drills and exercises in the pre-event time period. Grantee will notify the Assigned Contract Manager in writing when this provision is implemented.
- G. 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 jurisdiction served, to the affected area of the state upon receipt of a written request from System Agency.
- H. Inform System Agency in writing if Grantee will not continue performance under this Contract within 30 days of receipt of an amended standard(s) or guideline(s). System Agency may terminate this Contract immediately or within a reasonable period of time as determined by System Agency.
- I. Develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.
- J. 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 will provide System Agency other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
- K. Submit the work plan that encompasses the Contract term, due to System Agency within an established timeframe designated by the Contractual Requirements Schedule.
- L. Conduct, or participate in, an annual Training and Exercise Planning Workshop ("TEPW") with all applicable agencies in accordance with Homeland Security Exercise and Evaluation Program ("HSEEP") guidelines to develop a strategy and structure for a Multi-Year Training and Exercise Plan ("MYTEP"). Prepare, maintain, and, upon request, submit a copy of the TEPW agenda and participant roster as documentation of TEPW attendance.

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- M. Submit a current MYTEP that covers FY20 through FY24 (July 1, 2019, through June 30, 2024) to the System Agency via the Department of State Health Services (DSHS) Center for Health Emergency Preparedness and Response (“CHEPR”) External SharePoint site within an established timeframe designated by the Contractual Requirements Schedule, using the template provided by System Agency.
- N. Conduct, or participate in, at least one annual Preparedness Exercise consistent with their MYTEP. Submit a Notification of Exercise (“NOE”) form to the System Agency no later than 60 calendar days prior to the start of the exercise.
- O. Submit at least one After Action Review/Improvement Plan (“AAR/IP”). All AAR/IPs must be submitted to the System Agency within 60 calendar days, or 90 calendar days for Real World Incident (“RWI”), of the completion of the exercise/response to the System Agency Exercise Team and no later than June 30, 2020. AAR/IPs must be completed in accordance with Notification and Reporting of Exercise Grant.
- P. Complete and submit the Operational Readiness Review (“ORR”) Evidence Form and provide supporting documentation to the System Agency via the DSHS CHEPR External SharePoint site 20 business days prior to review. An ORR is required for this Contract. Documentation is required annually.
- ORR forms include:
1. Jurisdictional Data Sheet
 2. Point of Dispensing
 3. Dispensing Planning Form
 4. Distribution Planning Form
 5. Training and Exercising Form
 6. Multi-year Training and Exercise Plan (“MYTEP”)
- Q. Provide updated Transportation Spreadsheet for submission to DSHS CHEPR External SharePoint site by April 1, 2020.
- R. Perform and submit metrics (data collection sheets) on each of the three SNS operation drills to the DSHS CHEPR External SharePoint site by April 1, 2020. Acceptable drills include:
1. Staff Call Down;
 2. Facility Set-Up; and
 3. Site Activation.
- S. Submit the Texas Public Health Risk Assessment Tool (“TxPHRAT”) to the System Agency via the DSHS CHEPR External SharePoint site within an established timeframe designated by the Contractual Requirements Schedule.

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- T. Submit the Mid-Year Report to the System Agency via the DSHS CHEPR External SharePoint site within an established timeframe designated by the Contractual Requirements Schedule.
- U. Complete an End-of-Year Performance Report and submit to the System Agency via the DSHS CHEPR External SharePoint site within an established timeframe designated by the Contractual Requirements Schedule.
- V. Designate a member of the PHEP program to attend, in person, two PHEP quarterly meetings during the Contract term. If the designee is unable to attend any of the meetings in person, the Grantee must notify System Agency in writing of the reason for noncompliance.
- W. Designate a member of the PHEP program to attend, in person, four regional healthcare coalition meetings during the term of the Contract from July 1, 2019, through June 30, 2020. Submit sign-in sheets from meetings as evidence of attendance, within an established timeframe designated by the Contractual Requirements Schedule.
- X. Submit a current Texas Preparedness and Evaluation Process (“TxPEP”) report to System Agency within an established timeframe designated by System Agency, using the template provided by System Agency.
- Y. Submit a report on the Grantee’s vulnerable population outreach activities to System Agency within an established timeframe designated by System Agency, using a template provided by System Agency.
- Z. Immediately notify System Agency in writing if Grantee is legally prohibited from providing any report under this Contract.
- AA. Have plans, processes, and training in place to meet National Incident Management System (“NIMS”) compliance requirements.
- BB. If using volunteers as provided for in this Contract during FY20, which encompasses the Contract term of July 1, 2019, through June 30, 2020, then the Grantee must either:
 - 1. Request access to the Texas Disaster Volunteer Registry (“TDVR”) from the State Emergency System for the Advanced Registration of Volunteer Health Professionals (“ESAR-VHP”) System Administrator, participate in required administrator trainings, and provide access to volunteers for registration; or
 - 2. Petition System Agency in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP-compliant, web-based volunteer management system. If petitioning System Agency to use a fully operational, ESAR-VHP-compliant, web-based volunteer management

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system, then the substitute system must meet, but is not limited to, the following federal requirements:

- a. Must offer Internet-based registration;
- b. Volunteer information is collected and maintained in a manner consistent with all federal, state and local laws governing security and confidentiality;
- c. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority;
- d. Must be able to verify the credentials of the 20 mandated professions;
- e. Must be able to assign to one of four emergency credential levels;
- f. Must be able to identify volunteers willing to participate in a federally coordinated emergency response;
- g. Must be able to re-verify professional credentials every six months;
- h. Must have the ability to include the differing scope of work information for each of the 20 mandated professions;
- i. Must be able to record all volunteer health professional affiliations; and
- j. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities ("LEIE").
- k. Additionally, the fully operational, ESAR-VHP-compliant, web-based volunteer management system must be able to register, collect, and verify the credentials and qualifications of the health professionals entered into the system.

CC. Grantee may not use funds for research, clinical care, fund-raising 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 or furniture, or funding an award to another party or provider who is ineligible.

DD. None of the funds made available under this agreement may be used 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.

EE. Cooperate with System Agency to coordinate all planning, training and exercises performed under this Contract with local emergency management and the Texas Division of Emergency Management ("TDEM") District Coordinators assigned to the Grantee's sub-state region, 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.

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- FF. 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.
- GG. Initiate the purchase of all equipment approved in writing by the System Agency in the first quarter of the FY20 Contract term (July 1, 2019, through June 30, 2020), 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 previously approved equipment after the first quarter in the Contract must be submitted to the assigned System Agency contract manager.
- HH. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: 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.
- II. Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Grantee shall submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the assigned System Agency contract manager by email not later than October 15 of each year.
- JJ. System Agency funds must not be used to purchase buildings or real property without prior written approval from the System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.
- KK. At the expiration or termination of this Contract for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency. Title may be transferred to any other party designated by System Agency. The System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.
- LL. Comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
 2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
 3. Texas Health and Safety Code Chapter 81.

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- MM. Comply with all applicable regulations, standards and guidelines in effect on the beginning date of the term of this Contract.
- NN. Submit other reports as required by System Agency. The initial reporting schedule for the requirements is subject to change as System Agency and CDC may modify requirements and due dates.
- OO. Work with the Regional Health Care Coalition to develop comprehensive preparedness strategies. Plans will be submitted to System Agency by the Health Care Coalition.
- PP. Complete the following project activities related to the Medical Reserve Corps (“MRC”) Preparedness Project:
1. Perform quarterly activity reporting as evidenced by quarterly update to the National MRC reporting platform.
 2. Participate in at least one preparedness activity (training or exercise) quarterly as evidenced by activity report in the National MRC reporting platform.
 3. Participate in an annual state-level Texas Disaster Volunteer Registry functional exercise as evidenced by response to requests within the system during exercise.
 4. Participate in State Webinars as evidenced by roll call.
 5. Participate in 3 of 6 Healthcare Coalition meetings as evidenced by copy or photo of sign-in sheet.

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II. PERFORMANCE MEASURES

- A. The System Agency will monitor the Grantee's performance of the requirements in Attachment A.4 and compliance with the Contract's terms and conditions.
- B. Grantee will meet, and report Performance Measures based on requirements that are developed in coordination with System Agency for the Grantee's project as provided in Section I. Grantee must also demonstrate adherence to PHEP reporting deadlines and the capability to receive, stage, store, distribute, and dispense material during a public health emergency. Failure to meet these requirements may result in withholding a portion of the current fiscal year PHEP base award.
- C. System Agency will send a Contractual Requirements Schedule for reporting these Performance Measures within 30 days of the Contract start date.

III. INVOICE AND PAYMENT

- A. Grantee 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. The Grantee will submit the Financial Status Report (FSR-269A). Additionally, the Grantee will submit the Match Certification Form (B-13A), as requested by DSHS. Vouchers, supporting documentation, Financial Status Reports, and Match Certification Forms should be mailed or emailed to the addresses below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442

EMAIL: invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov

B-13 and supporting documentation should be sent to: invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov

FSRs should be sent to: FSRGrants@dshs.texas.gov & CMSInvoices@dshs.texas.gov

- B. Grantee will be paid on a monthly basis and in accordance with **Attachment B, Budget**.
- C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Contract amount,

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Grantee's budget may be subject to a decrease for the remainder of the term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.

- D. Grantee may request a one-time working capital advance not to exceed 12% of the total amount of the Contract funded by System Agency. 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 System Agency.
- E. Grantee 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 Grantee 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, System Agency will reduce the reimbursement request by one-third of the remaining balance of the advance.