

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. 537-18-0159-00001  
AMENDMENT NO. 2**

The **DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS" or "System Agency") and **CITY OF EL PASO** ("Local Government") who are collectively referred to herein as the "Parties," to that certain Contract effective September 1, 2017 and denominated HHSC Contract No. 537-18-0159-00001 ("Contract"), as amended, now desire to further amend the Contract.

**WHEREAS**, the Parties desire to revise the **ATTACHMENT A-1, FY19 STATEMENT OF WORK**; and

**WHEREAS**, the Parties desire to revise the contract end date to allow for successful completion of the project; and

**WHEREAS**, the Parties desire to make additional funds available in support of the services provided under the Contract.

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


1. **ATTACHMENT A-1, FY19 STATEMENT OF WORK**, is hereby deleted in its entirety and replaced with **ATTACHMENT A-2, FY20 STATEMENT OF WORK**, attached;
2. **SECTION III** of the Contract, **DURATION**, is hereby revised to extend the end of the Contract term to August 31, 2020.
3. **SECTION V** of the Contract, **CONTRACT AMOUNT AND PAYMENT FOR SERVICES**, is hereby amended to add **THIRTY FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$34,750.00)**, increasing the total compensation that the Contract will not exceed to **ONE HUNDRED FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS (\$104,250.00)**.
4. This Amendment No. 2 shall be effective as of September 1, 2019.
5. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
6. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 2  
DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. 537-18-0159-00001**

**DEPARTMENT OF STATE HEALTH SERVICES**

**CITY OF EL PASO**

DocuSigned by:  
  
68EB6E10899F49B...  
Stephen Pahl

Associate Commissioner

Date of Execution: June 23, 2019

DocuSigned by:  
  
2F7D8A285CCE441...  
By: Dee Margo  
Name: Dee Margo

Title: Mayor

Date of Execution: June 20, 2019

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

**ATTACHMENT A-2, FY20 STATEMENT OF WORK**

## **ATTACHMENT A-2 FY20 STATEMENT OF WORK**

### **I. LOCAL GOVERNMENT RESPONSIBILITIES**

Local Government will:

- A. Provide accurate laboratory analyses of milk samples submitted by the Department of State Health Services (DSHS) and submit the results back to DSHS.
  - B. Analyses of these samples will meet laboratory proficiency standards as set by the National Conference of Interstate Milk Shipments and the current U.S. Public Health Service Grade "A" Pasteurized Milk Ordinance.
  - C. Comply with Chapter 435 of the Texas Health and Safety Code Chapter 435 on Dairy Products.
  - D. Comply with Chapter 440 of the Texas Health and Safety Code on Frozen Dessert Manufacturer Licensing Act.
  - E. Comply with Chapter 217 of the title 25 Texas Administrative Code on Milk and Dairy.
  - F. Immediately notify DSHS staff when a sample is in violation of the set limits.
  - G. Perform the tests requested by DSHS for each sample submitted and mail, fax or email final results within 24 hours or the close of the next business day.
- Department of State Health Services  
Environmental and Consumer Safety  
Section Policy/Standards/QA Section,  
Milk Unit  
PO Box 149347, MC 1987  
Austin, Texas 78714-9347  
Fax: (512) 834-6756

### **II. PERFORMANCE MEASURES**

The System Agency will monitor the Performing Agency's performance of the requirements in Attachment A-2 and compliance with the Contract's terms and conditions.

### **INVOICE AND PAYMENT**

- A. Performing Agency will request monthly payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.System Agency.state.tx.us/grants/forms/b13form.doc>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services  
Claims Processing Unit, MC 1940  
1100 West 49<sup>th</sup> Street  
P.O. Box 149347  
Austin, TX 78714-9347  
FAX: (512) 458-7442  
EMAIL: [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us) and [CMSinvoices@dshs.texas.gov](mailto:CMSinvoices@dshs.texas.gov)

**ATTACHMENT A-2**  
**FY20 STATEMENT OF WORK**

- B. Contractor will be paid on a Fee-for-Service/Unit Rate basis and in accordance with Attachment A-2, FY20 STATEMENT OF WORK.
- C. Laboratory analyses will be performed at a rate per test not to exceed the following schedule:

<b>Analysis</b>	<b>Test or Method</b>	<b>Max. Price</b>
Standard Plate Count	SPC/PCA	\$14.06
Direct Microscopic Somatic Cell Count	DMSCC	\$18.75
Electronic Somatic Cell Count	ESCC	\$18.75
Added Water	Cryoscope	\$4.68
Antibiotics Inhibitor (Disk Assay)	Disc/Inhibitor (Delvo)	\$10.53
Antibiotics Confirmation Rapid Test	Charm I, II, SNAP, etc.	\$56.25
Aflatoxin	Aflatoxin	\$56.25
Phosphatase	Fluorophos	\$17.56
Coliform	Coli	\$12.88
Water Supply	Water	\$35.15
Cooling Water	Glycol-Sweet Water	\$35.15