

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0170-00001
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“DSHS” or “System Agency”) and **CIRCLE H HEADQUARTERS, LLC** ("Contractor"), who are collectively referred to herein as the "Parties," to that certain Contract effective September 1, 2017 and denominated DSHS Contract No. 537-18-0170-00001 (the “Contract”), now desire to amend the Contract.

WHEREAS, the Parties desire to revise the **Attachment A, Statement of Work**;

WHEREAS, continued support of the Contract activities will require additional funding; and

WHEREAS, the Parties desire to correct the legal notices in **Section VI** of the Contract.

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

1. **ATTACHMENT A, STATEMENT OF WORK**, is hereby deleted in its entirety and replaced with **ATTACHMENT A-1, FY 19 STATEMENT OF WORK**, attached;
2. **SECTION IV, BUDGET**, is amended to replace in its entirety with the following:

The total amount of this Contract is **FIFTY-TWO THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS (\$52,272.00)**, of which **\$23,484.37** is allocated toward FY 2019.

3. **SECTION VI, LEGAL NOTICES**, is amended to replace the System Agency information in its entirety with the following:

Department of State Health Services
Attention: General Counsel
1100 W. 49th Street, MC 1911
Austin, TX 78756

4. This Amendment No. 1 shall be effective as of the September 1, 2018.
5. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, 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. 1
DSHS CONTRACT NO. 537-18-0170-00001**

DEPARTMENT OF STATE HEALTH SERVICES CIRCLE H HEADQUARTERS, LLC

DocuSigned by:
Jonathan R. Huss _____
814B78986A1F447...

Jonathan R. Huss

Associate Commissioner

Division of Consumer Protection

Date of Execution: August 23, 2018

DocuSigned by:
C. Scanlon Daniels _____
6E4B33DC07AF493...

Scanlon Daniels

Manager

Date of Execution: August 15, 2018

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

ATTACHMENT A-1, FY19 STATEMENT OF WORK

ATTACHMENT A STATEMENT OF WORK

I. CONTRACTOR RESPONSIBILITIES

Contractor will:

- A. Department of State Health Services (DSHS) will submit the milk samples to the contractor who will provide accurate laboratory analyses of milk samples 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 Contractor's performance of the requirements in Attachment A-1 and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

- A. Contractor will request monthly payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.SystemAgency.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 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us

ATTACHMENT A STATEMENT OF WORK

- B. Contractor will be paid on a Fee-for-Service/Unit Rate basis and in accordance with Attachment A-1, STATEMENT OF WORK.
- C. Laboratory analyses will be performed at a rate per test not to exceed the following schedule:

Analysis	Test or Method	Max. Price
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