

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0170-00001
AMENDMENT NO. 6**

The Department of State Health Services ("**DSHS**" or "**System Agency**") and Circle H Headquarters, LLC ("**Contractor**") who are collectively referred to in this Amendment as the "**Parties**," to that certain Contract effective September 1, 2017 and denominated HHSC Contract No. 537-18-0170-00001 (the "**Contract**"), as amended, now desire to further amend the Contract.

Whereas, the Parties desire to revise the Contract end date to allow for successful completion of the project;

Whereas, the Parties desire to make additional funds available in support of the services provided under the Contract;

Whereas, the Parties desire to amend the Statement of Work; and

Whereas, the Parties desire to amend System Agency information in **Article VI, Legal Notices**, of the Contract.

Now, therefore, the Parties hereby amend and modify the Contract as follows:

1. **Section III** of the Contract, **Duration**, is hereby deleted in its entirety and replaced as follows:

The Contract is effective on September 1, 2017 and terminates on August 31, 2023 unless renewed or terminated pursuant to the terms and conditions of the Contract. The Parties may agree in writing to extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State, subject to mutually agreeable terms and conditions

2. **Section IV** of the Contract, **Budget**, is hereby amended to add **\$27,000.00** for State Fiscal Year 2023. The total not-to-exceed amount of the Contract is increased to **\$175,240.00**.
3. **Attachment A-3**, FY21 Statement of Work, is hereby deleted in its entirety and replaced with **Attachment A-6**, FY23 Statement of Work.
4. **Article VI** of the Signature Document, **Legal Notices**, is hereby amended to replace System Agency information with the following:

System Agency

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe Street, Mail Code 1100
Austin, Texas 78751

with a copy to:

Department of State Health Services
Attention: General Counsel
1100 W. 49th Street, Mail Code 1919
Austin, Texas 78756

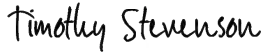
4. This Amendment No. 6 shall be effective as of September 1, 2022.
5. Except as amended and modified by this Amendment No. 6, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
6. Any further revisions to the Contract shall be by written agreement of the Parties.

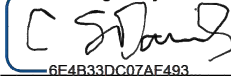
SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 6
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0170-00001**

DEPARTMENT OF STATE HEALTH SERVICES

CIRCLE H HEADQUARTERS, LLC

DocuSigned by:

F45A36318942408

DocuSigned by:

By: 6E4B33DC07AF493

Name: Curt Scanlon Daniels

Title: Manager

Date of Execution: February 18, 2022

Date of Execution: February 18, 2022

ATTACHMENT A-6 STATEMENT OF WORK

I. CONTRACTOR RESPONSIBILITIES

Performing Agency 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 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 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 1911
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us

- B. Contractor will be paid on a Fee-for-Service/Unit Rate basis and in accordance with Attachment A, STATEMENT OF WORK.

ATTACHMENT A-6 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

- D. All invoices must reference the PO dispatched for State Fiscal Year 2023.