

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000112500001
AMENDMENT NO. 3
RENEWAL**

THE DEPARTMENT OF STATE HEALTH SERVICES (“System Agency” or “DSHS”) and **CORPUS CHRISTI-NUECES COUNTY PUBLIC HEALTH DISTRICT** (“Grantee”) who are collectively referred to herein as the "Parties," to that certain grant for laboratory services for the analysis of bay water samples collected by the System Agency, effective September 1, 2018 and denominated DSHS Contract No. HHS000112500001, as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to revise the **CONTRACT AMOUNT AND PAYMENT FOR SERVICES** to continue providing testing and analysis services; and

WHEREAS, the Parties have chosen to exercise its option to renew the contract in accordance with **SECTION III** of the Contract, **CONTRACT PERIOD AND RENEWAL**; 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, **CONTRACT PERIOD AND RENEWAL**, is hereby amended to reflect a new termination date of August 31, 2023.
2. **SECTION V** of the Contract, **CONTRACT AMOUNT AND PAYMENT FOR SERVICES** is hereby amended to add **TWENTY EIGHT THOUSAND DOLLARS (\$28,000.00)** to the contract for a total not-to-exceed **ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00)** for the period beginning September 1, 2022 and ending August 31, 2023.
3. Contractor is authorized to perform Work and invoice for that Work in accordance with the budgeted amount for this renewal period. Contractor may not begin Work or incur any expenses to be reimbursed with FY2023 funds prior to September 1, 2022.
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

5. This Amendment No. 3 shall be effective as of September 1, 2022.
6. Except as amended and modified by this Amendment No. 3, all terms and conditions of the Contract, as amended, 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. 3
DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS000112500001**

DEPARTMENT OF STATE HEALTH SERVICES

**CORPUS CHRISTI – NUECES COUNTY PUBLIC
HEALTH DISTRICT**

DocuSigned by:
Timothy Stevenson
F45A36318942408... _____

DocuSigned by:
Steve Viera
By: 7A188293F923439... _____

Steve Viera
Name: _____

Title: Interim Director of Health

Date of Execution: April 18, 2022

Date of Execution: April 15, 2022

ATTACHMENT A STATEMENT OF WORK

I. PERFORMING AGENCY RESPONSIBILITIES

Performing Agency will:

A. Provide System Agency with laboratory services for the analysis of bay water samples collected by the Department of State Health Services (DSHS). Tests shall be performed in a laboratory certified to meet United States (U.S.) Food and Drug Administration requirements for shellfish waters testing.

B. Provide testing capacity for a minimum of forty (40) laboratory analysis tests of bay water samples per day for DSHS field offices. The number of laboratory analysis tests of bay water samples required per year is approximately 800-1500. Peak laboratory needs are from October 15 through May 15.

C. Analyze bay water samples for fecal coliform using the Association of Analytical Chemists (AOAC) modified A-1 method for Most Probable Number (MPN) using multiple-tube fermentation.

D. Be available for providing analyses a minimum of six (6) days a week, 8:00 am to 5:00 pm.

E. Make results available to DSHS by phone and e-mail within two (2) hours of completion of laboratory analyses and make available by mail (upon request) legible, reproducible, laboratory result forms to DSHS at the following address:

Department of State Health Services
Attn: Seafood and Aquatic Life Group, MC 1987
P.O. Box 149347
Austin, Texas 78714-9347

F. Be accessible by land and air travel, and be in a location where delivery services are available which can guarantee overnight delivery;

G. Be certified by the U.S. Food and Drug Administration or its certifying agency, the Texas Department of State Health Services, for analysis of shellfish waters;

H. Meet laboratory proficiency standards as set forth in *Laboratory Procedures for the Examination of Seawater and Shellfish*, fifth edition, 1985, which is hereby incorporated by reference, or the latest edition accepted by the U.S. Food and Drug Administration, for analysis of shellfish by laboratories that have been cleaned and autoclaved.

I. Return bay water sample bottles to the originating DSHS field office in containers supplied by DSHS, return freight collect, to DSHS.

II. PERFORMANCE MEASURES

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

ATTACHMENT A STATEMENT OF WORK

III. 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 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us and cmsinvoices@dshs.texas.gov

B. Performing Agency will be paid on a unit rate basis. System Agency will pay Contractor \$35.00 for each completed and satisfactorily performed fecal coliform test. Total payments will not exceed \$28,000.00 for the FY23 term and \$140,000.00 for the Cumulative Contract term.