

**DSHS CONTRACT NO. HHS000436300011  
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES (“SYSTEM AGENCY”)** and **CITY OF EL PASO (“GRANTEE”)**, collectively referred to as the "Parties," to that certain Grant Contract effective September 1, 2019 and denominated DSHS Contract No. HHS000436300011 (“Contract”), now desire to amend the Contract.

**WHEREAS**, the Parties desire to revise the Scope of Work.

The Parties hereby amend and modify the Contract as follows:

1. **ARTICLE VI** of the Contract, **SERVICES, PERFORMANCE MEASURES AND REPORTING REQUIREMENTS**, is hereby amended to add the following language:

Grantee understands and agrees that upon the Effective Date of Amendment No. 1, Grantee will be responsible for performing all services proposed in the Statement of Work, attached hereto as **ATTACHMENT A-1 REVISED STATEMENT OF WORK** in accordance with all federal and state laws applicable to this Contract. Further, Grantee shall be subject to the performance measures and reporting requirements as stated in **ATTACHMENT A-1 REVISED STATEMENT OF WORK**.

2. **ATTACHMENT A** of the Contract, **STATEMENT OF WORK** is hereby amended and replaced in its entirety with **ATTACHMENT A-1 REVISED STATEMENT OF WORK**.
3. This Amendment No. 1 shall be effective as of the date last signed below.
4. Except as amended and modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
5. 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. HHS000436300011**

**SYSTEM AGENCY**

**GRANTEE**

**DEPARTMENT OF STATE HEALTH SERVICES**

**CITY OF EL PASO**

DocuSigned by:  
*Imelda Garcia*  
87AFD32AD9D24A9...

Imelda Garcia

Associate Commissioner

Name, Title

DocuSigned by:  
*Elda Rodriguez-Hefner*  
17720C63D20945B...

Elda Rodriguez-Hefner

Grants Administrator

Name, Title

Date of Signature: November 13, 2020

Date of Signature: November 13, 2020

**THE FOLLOWING DOCUMENT ARE ATTACHED TO THIS AMENDMENT AND THEIR RESPECTIVE TERMS ARE HEREBY INCORPORATED INTO THE CONTRACT BY REFERENCE:**

**ATTACHMENT A-1 REVISED STATEMENT OF WORK**

## **ATTACHMENT A-1 REVISED STATEMENT OF WORK**

### **I. GRANTEE RESPONSIBILITIES**

Grantee will:

- A. Be responsible for performing all activities contained in this Statement of Work. Items H through M are performance measures and are evaluated by DSHS Emerging and Acute Infectious Disease Unit (“Unit”). The performance measures reflect the level of performance of the Grantee.
- B. Perform surveillance and epidemiology activities for all notifiable conditions with an emphasis on conditions reported through the National Electronic Disease Surveillance System (NEDSS). Activities must be performed whether the Grantee uses NEDSS for disease reporting or not. Information on the NEDSS notifiable conditions can be accessed at <https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources>, file name “Program Areas in NBS Reportable Disease 2016.xlsx”.
- C. Use NEDSS as the primary surveillance system. If Grantee wishes to use an alternative primary surveillance system, it requires an implementation plan be negotiated and approved by the Unit and Grantee to ensure data is shared between both systems.
- D. Adhere to the Unit updated guidance when conducting surveillance and epidemiology activities including, but not limited to:
  1. The Emerging and Acute Infectious Disease Guidelines <http://www.dshs.texas.gov/IDCU/investigation/Investigation-Guidance.doc>;
  2. NEDSS Data Entry Guide- <https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/>; and
  3. Epi-Case Criteria Guide- <https://www.dshs.texas.gov/IDCU/investigation/Guidance-Manuals/> .
- E. Conduct timely monitoring and management of incoming infectious disease laboratory reports. Ensure laboratory reports are entered into NEDSS when submitting a notification on a notifiable condition investigation.
- F. Maintain knowledge of all health care facilities, providers, and laboratories in the Grantee’s jurisdiction that are processing infectious disease laboratory reports not received through NEDSS. Provide technical assistance to these facilities, providers, and laboratories to ensure there is an established method for receiving and processing laboratory reports in a timely manner.
- G. Ensure the Epidemiologist(s):
  1. Conducts case and outbreak investigations on notifiable conditions reported through NEDSS;
  2. Provides technical assistance and guidance to other Grantee staff (e.g. communicable disease nurses) who are conducting case and outbreak investigations, responding to disease reports, implementing measures to prevent

- further spread of disease, or coordinating prophylactic measures where appropriate; and
  - 3. Assesses the quality of surveillance data, perform analyses on surveillance data, and prepare situational updates on outbreaks.

H. Attempt to complete one-hundred percent (100%) of questionnaires requested by the Unit. Complete and submit at least seventy-five percent (75%) of questionnaires related to all pertinent case and outbreak investigations within five (5) business days after the date requested by the Unit. Completed questionnaires include those in which the patient is contacted but refuses to answer a portion of or the entire questionnaire. Questionnaires for which no contact is made with the patient do not constitute a completed interview.

This applies to the notifiable conditions in this table.

Listeriosis	Salmonellosis Clusters
Shiga toxin-producing Escherichia coli (STEC) Clusters	

I. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated Unit epidemiologist or to fax number (512) 776-7616 no later than one (1) business day after completion of interview.

This applies to the notifiable conditions in this table.

Cholera	Influenza A novel/variant
Listeriosis	Novel coronavirus
Salmonellosis Clusters	Shiga toxin-producing Escherichia coli (STEC) Clusters
Vibrio parahaemolyticus	Vibrio vulnificus infection
Vibriosis other or unspecified	

J. For the notifiable condition Salmonellosis Clusters, attempt to complete questionnaires related to outbreaks and notifiable conditions by making a documented effort to contact the patient at least three (3) times, on different days, during normal business hours (8:00 a.m. – 5:00 p.m.). If these attempts fail, Grantee must make an effort to contact the patient at least once after normal business hours. Questionnaires where efforts to contact the patient were unsuccessful are considered lost to follow-up and are not considered a completed questionnaire.

K. Investigate and document, through NEDSS, at least seventy-five percent (75%) of risk behavior and exposure information on select case investigations. This applies to the notifiable condition Hepatitis B, acute.

L. For the conditions listed in the following table, ensure laboratories are contacted one-hundred percent (100%) of the time regarding the submission of required isolates for notifiable conditions reportable through NEDSS. Verify the isolates or those related to outbreak investigations have or will be submitted for confirmatory and/or molecular testing to the DSHS laboratory in Austin, Texas or to another public health laboratory as designated by DSHS and previously approved by the Unit.

Botulism foodborne	Botulism, infant
Botulism other/unspecified	Botulism wound
Cholera	Haemophilus influenzae (under 5 years old)
Listeriosis	Meningococcal disease (Neisseria meningitidis)
Shiga toxin-producing Escherichia coli (STEC)	Vibrio parahaemolyticus
Vibrio vulnificus infection	Vibriosis other or unspecified

- M. For the conditions listed in the following table, investigate and document at least ninety percent (90%) of confirmed and probable notifiable conditions correctly and completely within thirty (30) days of initial report.

Amebiasis	Amebic meningitis/encephalitis, other
Amebic meningoencephalitis, primary (PAM)	Botulism foodborne
Botulism, infant	Botulism other/unspecified
Botulism wound	Campylobacteriosis
Carbapenem-resistant Enterobacteriaceae (CRE)	Cholera
Cryptosporidiosis	Cyclosporiasis
Ebola hemorrhagic fever	Hemolytic uremic syndrome post diarrheal
Hepatitis E acute	Influenza A novel/variant
Influenza-associated pediatric mortality	Legionellosis
Listeriosis	Multi-drug Resistant Acinetobacter (MDR-A)
Novel coronavirus	Salmonella Paratyphi
<i>Salmonella</i> Typhi	Salmonellosis, non-Paratyphi/non-Typhi
Shiga toxin-producing Escherichia coli (STEC)	Shigellosis
Streptococcus invasive Group A	Streptococcus invasive Group B
Vancomycin-intermediate Staphylococcus aureus (VISA)	Vancomycin-resistant Staphylococcus aureus coagulase-positive (VRSA)
Vibrio parahaemolyticus	Vibrio vulnificus infection
Vibriosis other or unspecified	Yersiniosis

- N. Respond to each quarterly report provided by the Unit regarding results for performance measures H through M. Responses are due twenty (20) business days after the date the quarterly report was provided by the Unit. Responses must be submitted by electronic mail to [EAIDBcontracts@dshs.texas.gov](mailto:EAIDBcontracts@dshs.texas.gov).
- O. Follow corrective action plan issued by the Unit for any performance measure needing improvement.

- P. Maintain open communication with other local health departments, regional health departments, and/or the Unit as necessary to ensure investigations are conducted efficiently and expeditiously.
- Q. Follow the Grantee's established process for notifying another public health entity when a known or potential case or an exposed contact resides in that public health entity's jurisdiction. The notification must begin within one (1) business day.
- R. Ensure the respective regional health department and the Unit are informed of certain suspected cases and outbreaks. Also keep the regional health department and the Unit up-to-date on significant developments for the duration of those investigations.
- S. Educate, inform, and train the medical community and local providers on the importance of reporting notifiable conditions within Contractors jurisdiction. Ensure that providers collecting and shipping specimens for testing by the DSHS Laboratory adhere to collecting and shipping guidance in the Emerging and Acute Infectious Disease Guidelines.
- T. Present local training on epidemiology and surveillance related rules and regulations as requested. Conduct local level data analysis and utilize recent data findings to target and share recommendations/best practices for preventing disease spread.
- U. Participate in outbreak/cluster-related conference calls and responses relevant to the Grantee's jurisdiction as directed by DSHS.
- V. Participate in quarterly conference calls, scheduled by the Unit, to provide updates, progress reports, and other necessary communications.
- W. Work with DSHS during any technical reviews and quality assurance visits conducted by DSHS;
- X. Ensure that preparedness activities include infectious disease epidemiology and surveillance. These activities may include: planning and conducting preparedness exercises, providing technical assistance for community health assessments, developing community health improvement plans, and participating in Community Assessment for Public Health Emergency Response (CASPER). For more information on CASPER can be found at the following link.  
<https://www.cdc.gov/nceh/hsb/disaster/casper/default.htm>
- Y. Provide epidemiology surge capacity to surrounding jurisdictions in the event of a major statewide or regional outbreak or disaster, as directed by DSHS.
- Z. Retain at least one Epidemiologist(s) dedicated to conducting infectious disease surveillance and epidemiology activities. The Epidemiologist(s) must have a Master of Public Health (MPH) or equivalent degree, or at least two years working experience as an Epidemiologist performing infectious disease epidemiology and surveillance activities.

- AA. Require its staff to attend training, conferences, and meetings, as directed by the Unit. Epidemiologist(s) funded by this contract will be required to attend the workshop and training listed below. Should additional funding become available, other DSHS sponsored training, workshops, and conferences may be attended with prior Unit approval.
  - 1. The annual Epidemiology and Laboratory Capacity (ELC) Workshop conducted by the Unit or another Unit-approved substitute training; and
  - 2. The DSHS NEDSS training, including certification, to be completed within sixty (60) days of hire (if not already a certified NEDSS user).
  
- BB. Obtain prior approval from the Unit of any redirection of duties for Epidemiologist(s) funded by this contract.
  
- CC. Notify the Unit within forty-eight (48) hours of any personnel actions, including the details and outcome of such actions, involving any staff funded by this contract. A written report will be submitted to the Unit within seventy-two (72) hours of the personnel actions. Personnel actions include issues that develop regarding violations of the project, state, and/or Federal policies, procedures, requirements, and laws.
  
- DD. Ensure staff funded by this contract are compliant with the following Texas rules and statute related to infectious disease data confidentiality and security:
  - 1. Texas Administrative Code (TAC), Title 25 Health Services, Section 97.10-  
[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p\\_dir=&p\\_rloc=&p\\_tloc=&p\\_ploc=&pg=1&p\\_tac=&ti=25&pt=1&ch=97&rl=10](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=25&pt=1&ch=97&rl=10); and
  - 2. Texas Health and Safety Code 81.046-  
<https://statutes.capitol.texas.gov/Docs/HS/pdf/HS.81.pdf>.
  
- EE. Ensure newly hired staff funded by this contract successfully complete local confidentiality and security training 30 days from hire and continue to receive refreshed training as appropriate thereafter.
  
- FF. Implement a monitoring system to detect breaches in confidential data and security of protected health information.
  
- GG. Continue to use established communication procedures when relaying patient documentation for jurisdictions located outside of Texas regarding patients that live in that jurisdiction.
  
- HH. Coordinate with the appropriate Unit staff member when an investigation in the grantee jurisdiction extends outside of Texas and is considered high profile (e.g. involvement from the Commissioner of Health).
  
- II. Submit a monthly report that lists all reported clusters and outbreaks along with information on investigation findings on the tracking sheet provided by the Unit. Monthly reports are due on or before the 15th of each month. Each report must cover activities that occurred during the preceding month. Submit monthly reports by electronic mail to [EAIDBcontracts@dshs.texas.gov](mailto:EAIDBcontracts@dshs.texas.gov). All reports should be clearly identified with

the Grantees Name, Contract Number, IDCU/SUR, and the month the report covers.

- JJ. Provide a written report, when requested by the Unit, detailing at least three (3) success stories relating to disease investigations and/or epidemiological work conducted by staff funded by this contract.
- KK. Complete the Vacancy Report whenever an Epidemiologist position funded by this Contract has become vacant and again when the vacancy has been filled. Within five (5) business days of the vacancy, the Vacancy Report must be submitted by email to [EAIDBcontracts@dshs.texas.gov](mailto:EAIDBcontracts@dshs.texas.gov). Vacant positions existing for more than sixty (60) days may result in a decrease in funds.
- LL. Complete the DSHS programmatic budget update form quarterly. Within five (5) days of the end of the quarter, the form must be submitted by email to [EAIDBcontracts@dshs.texas.gov](mailto:EAIDBcontracts@dshs.texas.gov).
- MM. Grantee shall initiate the purchase of all Equipment approved in writing by the DSHS in the first quarter of the Contract term, 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 DSHS contract manager.
- NN. 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.
- OO. Grantee shall maintain an inventory of Equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on DSHS Contractor's Property Inventory Report at <https://www.dshs.texas.gov/IDCU/investigation/Guidance-Manuals/> to the assigned DSHS contract manager by e-mail not later than October 15 of each year.
- PP. DSHS funds must not be used to purchase buildings or real property without prior written approval from the DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

## II. PERFORMANCE MEASURES

DSHS will monitor the Grantee's performance of the requirements in **ATTACHMENT A-1 REVISED STATEMENT OF WORK** and compliance with the Contract's terms and conditions.

## III. INVOICE AND PAYMENT

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.state.tx.us/grants/forms.shtm>. Voucher and any supporting



documentation will be mailed, submitted by fax, or submitted by electronic mail to the addresses/number below.

Department of State Health Services  
Claims Processing Unit, MC 1940  
1100 West 49th Street  
P.O. Box 149347  
Austin, Texas 78714-9347  
FAX: (512) 776-7442  
EMAIL: [Invoices@dshs.texas.gov](mailto:Invoices@dshs.texas.gov)  
EMAIL: [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov)  
EMAIL: [EAIDBcontracts@dshs.texas.gov](mailto:EAIDBcontracts@dshs.texas.gov)

- B. Grantee will be paid on a cost reimbursement basis and in accordance with **ATTACHMENT B BUDGET** of this Contract. Travel costs must not exceed General Services Administration (GSA) rates located at <https://www.gsa.gov/travel/plan-book/per-diem-rates> unless the Grantee has an established travel policy that has been reviewed and approved by DSHS.
- C. Grantee will submit requests for reimbursement (Form B-13) and financial expenditure template monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiate invoices and make the documentation available to the DSHS upon request. In the event a cost reimbursed under the Contract is later determined to be unallowable then the Grantee will reimburse DSHS for that cost.
- D. Grantee will submit quarterly FSRs to DSHS by the last business day of the month following the end of each quarter of the Contract for DSHS review and financial assessment.
- E. Grantee will submit request for reimbursement (B-13) as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement requests received in the DSHS office more than forty-five (45) calendar days following the termination of the Contract may not be paid.
- F. Grantee will submit a final FSR for the service period of September 1, 2019 through August 31, 2020 by October 20, 2020. Grantee will submit a final FSR for the service period of September 1, 2020 through August 31, 2021 by October 20, 2021.