



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 11

DATE: 10/1/2024

**SUBJECT: CONSIDERATION OF AMENDMENT NO. 1 TO THE FISCAL YEAR 2025
TEXAS DEPARTMENT OF STATE HEALTH SERVICES COMMUNITY
PREPAREDNESS SECTION/LABORATORY RESPONSE NETWORK -
PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT AGREEMENT**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court Consider Amendment No. 1 to the FY 2025 Texas Department of State Health Services (DSHS) Community Preparedness Section/Laboratory Response Network - Public Health Emergency Preparedness (CPS/LRN-PHEP) Grant Agreement, Contract No. HHS001439000003.

BACKGROUND

Historically, Tarrant County Public Health (TCPH) has received annual funding from DSHS through various grant agreements to perform essential public health services in support of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement between DSHS and the Centers for Disease Control and Prevention (CDC).

The CPS/LRN-PHEP grant is a recurring grant dedicated to supporting LRN laboratory activities, including rule-out and confirmatory testing of emerging infectious agents or suspected bioterrorism agents in specimens submitted by, but not limited to, hospitals and law enforcement. Grant funding supports staff salaries, laboratory testing supplies, and training of both staff and community partners.

On February 21, 2024, the Commissioners Court, through Court Order #142647, approved the submission of the FY 2024-2025 CPS/LRN-PHEP Grant Application to DSHS for grant funding in the amount of \$238,263.00 for the continuation of the Public Health Emergency Preparedness Division.

On May 7, 2024, the Commissioners Court, through Court Order #143043, approved the FY 2024-2025 CPS/LRN-PHEP Grant contract with DSHS in the amount of \$238,263.00 with a required match amount of \$23,826.00 for a total not-to-exceed amount of \$262,089.00. The term of the grant agreement is July 1, 2024 through June 30, 2025.

With approval of Amendment No. 1, the budget, indirect cost rate, and federal award information will be amended. TCP revised the budget to include indirect cost in the amount of \$21,444.00. DSHS, at its sole discretion, may extend this Grant agreement for up to four (4) additional years for a maximum term of five (5) years.

All other terms and conditions not hereby amended remain in full force and effect.

SUBMITTED BY	Public Health	PREPARED BY:	Amanda Campbell
		APPROVED BY:	Amanda Campbell



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 10/1/2024 PAGE 2 OF 11

The Criminal District Attorney's Office has approved this contract as to form.

FISCAL IMPACT

The award for this grant is \$238,263.00.

This grant does require a match, \$23,826.00.

Indirect cost is allowed.

There is no operating subsidy for this grant.

All associated cost will be paid from grant fund allocations in Grant-2004/F0042-2025, T0451-2025.





COMMISSIONERS COURT
COMMUNICATION

CO# 144010

COURT ORDER NUMBER _____

PAGE 1 OF 11

DATE: 10/1/2024

SUBJECT: CONSIDERATION OF AMENDMENT NO. 1 TO THE FISCAL YEAR 2025 TEXAS DEPARTMENT OF STATE HEALTH SERVICES COMMUNITY PREPAREDNESS SECTION/LABORATORY RESPONSE NETWORK - PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT AGREEMENT

***** CONSENT AGENDA *****

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The CPS/LRN-PHEP grant is a recurring grant dedicated to supporting LRN laboratory activities, including rule-out and confirmatory testing of emerging infectious agents or suspected bioterrorism agents in specimens submitted by, but not limited to, hospitals and law enforcement. Grant funding supports staff salaries, laboratory testing supplies, and training of both staff and community partners.

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With approval of Amendment No. 1, the budget, indirect cost rate, and federal award information will be amended. TCP revised the budget to include indirect cost in the amount of \$21,444.00. DSHS, at its sole discretion, may extend this Grant agreement for up to four (4) additional years for a maximum term of five (5) years.

All other terms and conditions not hereby amended remain in full force and effect.

SUBMITTED BY	Public Health	PREPARED BY:	Amanda Campbell
		APPROVED BY:	Amanda Campbell



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 10/1/2024 PAGE 2 OF 11

The Criminal District Attorney's Office has approved this contract as to form.

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This grant does require a match, \$23,826.00.

Indirect cost is allowed.

There is no operating subsidy for this grant.

All associated cost will be paid from grant fund allocations in Grant-2004/F0042-2025, T0451-2025.



TEXAS
Health and Human
Services

Texas Department of State Health Services

Jennifer A. Shuford, M.D., M.P.H.
Commissioner

The Honorable Tim O'Hare
Tarrant County Judge
Tarrant County
1101 S. Main St., Suite 1700
Fort Worth, Texas 76104-4802

Subject: Laboratory Response Network (LRN-PHEP) Contract
DSHS Contract Number: HHS001439000003
Contract Amendment No.: 1
Contract Amount: \$262,089.00
Contract Term: July 1, 2024, through June 30, 2025

Dear Judge O'Hare:

Enclosed is the Laboratory Response Network Amendment No. 1 between the Department of State Health Services and Tarrant County ("Grantee").

The purpose of this amendment is to revise Section V, Budget, Section X, Federal Award Information, and the FY25 Budget to continue to perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement and the Administration for Strategic Preparedness and Response ("ASPR") activities. CDC's five-year Public Health Emergency Preparedness ("PHEP") – Hospital Preparedness Program ("HPP") Cooperative Agreement seeks to align PHEP and HPP programs and advance public health and healthcare preparedness and ensure jurisdictions are capable of providing a standard battery of tests for high-priority biological threats and emerging infectious diseases.

Please let me know if you have any questions or need additional information.

Sincerely,

Jennifer Boggs, CTCM
Contract Manager
512-776-3967
Jennifer.Boggs@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES GRANT AGREEMENT
CONTRACT NO. HHS001439000003
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency” or “DSHS”) and **TARRANT COUNTY** (“Grantee”), each a “Party” or collectively the “Parties” to that certain grant agreement supporting Public Health Emergency Preparedness Cooperative Agreement and the Administration for Strategic Preparedness and Response (“ASPR”) Activities, effective July 1, 2024, and denominated as System Agency Contract No. HHS001439000003 (the “Contract”), now desire to amend the Contract.

WHEREAS, the Parties desire to update the budget to incorporate the indirect cost rate and to update the federal award information.

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

1. **ARTICLE V, BUDGET**, of the Contract is revised by adding the following at the end of the Article:

“Indirect Cost Rate: The Grantee’s acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B-1, REVISED BUDGET FOR PROJECT FY 2025**, and the ICR Agreement Letter is attached to this Contract and incorporated as **ATTACHMENT I, ICR AGREEMENT LETTER**. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.”

2. All Project FY 2025 expenditures under the Grant Agreement must be in accordance with **ATTACHMENT B-1, REVISED BUDGET FOR PROJECT FY 2025**.
3. **ARTICLE X, FEDERAL AWARD INFORMATION**, of the Contract is revised and restated as follows:

GRANTEE’S UNIQUE ENTITY IDENTIFIER IS: DBH1UNN8U5J3

Federal Award Identification Number (FAIN): NU90TU000053

- A. Assistance Listings Title, Number, and Dollar Amount: Centers for Disease Control and Prevention, Public Health Emergency Preparedness (PHEP) Cooperative Agreement, 93.069, \$47,206,790.00.
- B. Federal Award Date: 06/11/2024
- C. Federal Award Period: 07/01/2024 – 06/30/2029
- D. Name of Federal Awarding Agency: Centers for Disease Control and Prevention
- E. Federal Award Project Description: Texas DSHS Public Health Emergency Preparedness (PHEP) Cooperative Agreement

F. Awarding Official Contact Information:

Ms. Kimberly Champion
Grants Management Specialist
(404) 498-4229
qr19@cdc.gov

G. Total Amount of Federal Funds Awarded to System Agency: \$47,206,790.00

H. Amount of Funds Awarded to Grantee: \$238,263.00

I. Identification of Whether the Award is for Research and Development: No

4. **ATTACHMENT B, FY2025 BUDGET**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT B-1, REVISED BUDGET FOR PROJECT FY 2025**, which is attached to this Amendment and incorporated and made part of the Contract for all purposes.
5. **ATTACHMENT I, ICR AGREEMENT LETTER**, is attached to this Amendment and incorporated and made part of the Contract for all purposes.
6. This Amendment shall be effective as of the date last signed below.
7. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in full force and effect.
8. Any further revisions to the Contract shall be by written agreement of the Parties.
9. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter this Amendment.

**SIGNATURE PAGE FOR AMENDMENT NO. 1
DEPARTMENT OF STATE HEALTH SERVICES GRANT AGREEMENT
CONTRACT NO. HHS001439000003**

DEPARTMENT OF STATE HEALTH SERVICES TARRANT COUNTY

Signed by:
By: **Kirk Cole**
04DD3FAAF59048D...
Name: Kirk Cole

Title: Deputy Commissioner

Date of Execution: October 6, 2024

Signed by:
By: *Honorable Tim O'Hare, County Judge*
55B4F32EA2B64B7...
Name: Honorable Tim O'Hare, County Judge

Title: County Judge

Date of Execution: October 3, 2024

**ATTACHMENT B-1:
REVISED BUDGET FOR PROJECT FY 2025**

Budget Period: July 1, 2024 - June 30, 2025

Budget Categories	DSHS Funding
Personnel	\$149,040.00
Fringe Benefits	\$62,135.00
Travel	\$2,528.00
Equipment	\$2,382.00
Supplies	\$0.00
Contractual	\$0.00
Other	\$734.00
Sum of DSHS Direct Costs	\$216,819.00
Indirect Costs	\$21,444.00
Sum of DSHS Direct Costs and Indirect Costs	\$238,263.00
Plus Required Match (Cash or In-Kind)	\$23,826.00
Total Contract Amount	\$262,089.00



Texas HHS Indirect Cost Rate Group
<https://texashhs.secure.force.com/GranteeLandingPage>

DATE: May 24, 2024

TIN: 17560011706
CONTACT NAME: Yanisha Box
GRANTEE: Tarrant County
ADDRESS: 100 E. Weatherford St. Rm 506, Fort Worth, TX 76196

The indirect cost rate(s) contained herein are for use on grants with Federal, State, or both governments to which 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or the State of Texas Uniform Grant Management Standards apply, subject to the limitations contained in the sections below.

SECTION 1: HHS SYSTEMS ISSUED RATE(S)						
HHS System Issued Rate						
Rate Type	RATE PERIOD		Rate	Rate Base	Applicable To	Next Proposal Due
	Start Date	End Date				
Fixed with Carry-forward	Oct 1, 2023	Sep 30, 2024	32.86% **	Direct Salaries	Health Department	Nov 30, 2024

***If the indirect cost rate for the next fiscal year is not approved prior to the new fiscal year, use this rate as a billing rate until a new rate is established. ICR Proposals must be submitted in accordance with the above timelines to continue recovering indirect costs.*

Rate Base Details
Direct Salaries means total direct salaries and wages, excluding fringe benefits. The rate applies to all programs administered by the non-federal entity. To determine the amount of indirect costs to be billed under this agreement, direct salaries and wages should be summed and multiplied by the rate. All other program costs, including fringe benefits associated with direct salaries, should be eliminated.

SECTION 2: ACCOUNTING TREATMENT OF FRINGE BENEFITS COST	
Accounting Methods	
Fringe Benefit Rate:	N/A
Fringe Benefits:	Vacation, sick pay, F.I.C.A, Retirement , Health & Life Insurance, Worker's compensation, Unemployment Insurance, car, mobile phone, and uniform allowances, meals, clothing, adoption assistance, tuition reimbursement, longevity, premium pays(l, e. shift, field training, etc.), certification pay, juvenile supplement pay, flexible spending accounts, health saving accounts and employee assistance program.
Paid Absences:	Vacation, holiday and sick leave pay is claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

SECTION 3: Deadlines for Proposal Submissions

Your FY2025 Fixed with Carry-forward ICR proposal with the FY2023 carry-forward adjustment must be submitted via the [Landing Page for Subrecipients](#) no later than November 30, 2024. Please provide your FY2023 audit report* along with the ICR Proposal Packet. Select the "Submit ICR Proposal" option to upload all required documents. The proposal packet must be submitted on the HHS Indirect Cost Rate Group approved ICR Proposal Packet templates. Select "Technical Assistance" to request copies of the approved templates.

*Your audit should include a Schedule of Indirect Costs. The Schedule of Indirect Costs must show the incurred expenses versus the recovered expenses for the carry-forward calculation. Please see the enclosed example.

SECTION 4: KEY GUIDELINES AND CONDITIONS

A. LIMITATIONS: Use of the rate(s) contained in the Agreement is subject to all statutory or administrative limitations and is applicable to a given Federal award or contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions: (1) that no costs other than those incurred by the grantee were included in its indirect cost pool as finally accepted and that such incurred costs are legal obligations of the grantee and allowable under the governing cost principles, (See 2 CFR 200, Subpart E); (2) Unallowable costs have been adjusted appropriately when allocating costs identified in the proposal; (3) that the same costs that have been treated as indirect costs have not been claimed as direct costs; (4) that similar types of costs have been accorded consistent treatment; and (5) that the information provided by the grantee which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate; (6) that a restricted rate or limit to the indirect cost rate or amount is not required under the enabling statute or by the cognizant federal agency; (7) indirect costs may only be recovered to the extent direct costs were incurred; and (8) the rates cited in this Agreement may be subject to audit. Indirect cost elements and the type of distribution base used in computing the rates are subject to revision when a final rate is negotiated to settle the provisional rate or if unusual circumstances affect the negotiated predetermined rate. In such situations, the rate(s) may be subject to renegotiation at the discretion of the cognizant agency.

B. CHANGES IMPACTING THE INDIRECT COST RATE PROPOSAL: This agreement is based on the organizational structure and the accounting methodology purported by the grantee to be in effect during the Agreement period. Changes which affect the amount of reimbursement resulting from the use of this Agreement require prior approval from the cognizant organization. Failure to obtain approval may result in subsequent cost disallowance. To notify us of organizational changes which impact the indirect cost rate, please submit a Technical Assistance request at the Landing Page referenced in Section 3 of this agreement.

C. NOTIFICATION TO FEDERAL AND STATE AGENCIES: A copy of this document may be provided by the grantee to other Federal or State funding sources as a means of notifying them of the Agreement contained herein.

D. APPLICATION OF INDIRECT COST RATE TO EXISTING GRANTS: Indirect costs charged to a grant by means other than the rate(s) cited in this Agreement should be adjusted to the applicable rate cited herein.

E. GOVERNMENT COMMISSIONS (REGIONAL PLANNING COMMISSIONS, COUNCILS OF GOVERNMENT, ETC): Title 12 of Texas Local Government Code §391.0115(e) limits your organization’s indirect costs to 15% or less of your organization's total expenditures.

SECTION 5: RATE TYPE DEFINITIONS

A. Fixed Carry-forward and Adjustments: A fixed carry-forward rate means an indirect cost rate which has the same characteristics as a predetermined rate, except that the difference between the estimated costs and the actual, allowable costs of the period covered by the rate is carried forward as an adjustment to the rate computation of a subsequent period. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

SECTION 6. ACCEPTANCE OF AGREEMENT

GRANTEE

COGNIZANT AGENCY

Tarrant County

Grantee Name

Texas Health and Human Services Commission

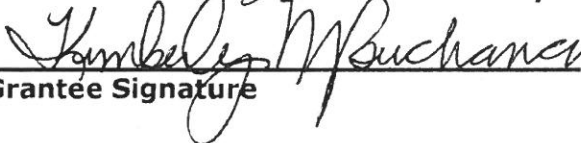
Agency Name

Kimberly Buchanan Title County Auditor, CPA

Name of Grantee Signature Authority

Racheal Kane, Federal Funds Director

Name of Agency Signature Authority



Grantee Signature

Racheal Kane Digitally signed by Racheal Kane
Date: 2024.05.24 10:24:29 -05'00'

Agency Signature

Certificate Of Completion

Envelope Id: 0609972A646B4DDD8CE970BA8087EA50
 Subject: \$262,089.00; HHS001439000003; Tarrant County; A. 1; CPS/LRN-PHEP
 Source Envelope:
 Document Pages: 8
 Certificate Pages: 2
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed
 Envelope Originator:
 CMS Internal Routing Mailbox
 11493 Sunset Hills Road
 #100
 Reston, VA 20190
 CMS.InternalRouting@dshs.texas.gov
 IP Address: 160.42.89.116

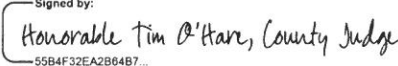
Record Tracking

Status: Original
 8/23/2024 10:56:23 AM
 Holder: CMS Internal Routing Mailbox
 CMS.InternalRouting@dshs.texas.gov
 Location: DocuSign

Signer Events

Honorable Tim O'Hare, County Judge
 countyjudgegrants@tarrantcountytx.gov
 County Judge
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

55B4F32EA2B64B7...
 Signature Adoption: Pre-selected Style
 Using IP Address: 192.84.52.10

Timestamp

Sent: 8/23/2024 11:12:53 AM
 Resent: 9/10/2024 12:50:36 PM
 Resent: 9/18/2024 8:26:42 AM
 Viewed: 10/3/2024 2:39:47 PM
 Signed: 10/3/2024 2:40:18 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Helen Whittington
 helen.whittington@dshs.texas.gov
 Contract Specialist
 Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 167.137.1.16

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 Signed: 10/3/2024 3:06:02 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Patricia Melchior
 Patty.Melchior@dshs.texas.gov
 Patricia Melchior, Director, DSHS CMS
 Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 167.137.1.15

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 Signed: 10/3/2024 4:45:08 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kirk Cole
 Kirk.Cole@dshs.texas.gov
 Deputy Commissioner
 Security Level: Email, Account Authentication (None)

Signed by:

04DD3FAAF59048D...

Signature Adoption: Pre-selected Style
 Using IP Address: 108.85.129.44

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 Signed: 10/6/2024 1:16:29 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events Sabrina Vidaurri Savidaurri@tarrantcounty.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/23/2024 11:12:53 AM Viewed: 8/23/2024 11:13:14 AM
Carbon Copy Events Tarrant County Contracts MB_PHContracts@tarrantcountytx.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/23/2024 11:12:53 AM
CMS Inbox cmucontracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/6/2024 1:16:31 PM
Jennifer Boggs jennifer.boggs@dshs.texas.gov Contract Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/6/2024 1:16:31 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/23/2024 11:12:53 AM
Certified Delivered	Security Checked	10/6/2024 1:15:48 PM
Signing Complete	Security Checked	10/6/2024 1:16:29 PM
Completed	Security Checked	10/6/2024 1:16:31 PM
Payment Events	Status	Timestamps

**DEPARTMENT OF STATE HEALTH SERVICES GRANT AGREEMENT
CONTRACT NO. HHS001439000003
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency” or “DSHS”) and **TARRANT COUNTY** (“Grantee”), each a “Party” or collectively the “Parties” to that certain grant agreement supporting Public Health Emergency Preparedness Cooperative Agreement and the Administration for Strategic Preparedness and Response (“ASPR”) Activities, effective July 1, 2024, and denominated as System Agency Contract No. HHS001439000003 (the “Contract”), now desire to amend the Contract.

WHEREAS, the Parties desire to update the budget to incorporate the indirect cost rate and to update the federal award information.

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

1. **ARTICLE V, BUDGET**, of the Contract is revised by adding the following at the end of the Article:

“Indirect Cost Rate: The Grantee’s acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B-1, REVISED BUDGET FOR PROJECT FY 2025**, and the ICR Agreement Letter is attached to this Contract and incorporated as **ATTACHMENT I, ICR AGREEMENT LETTER**. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.”

2. All Project FY 2025 expenditures under the Grant Agreement must be in accordance with **ATTACHMENT B-1, REVISED BUDGET FOR PROJECT FY 2025**.
3. **ARTICLE X, FEDERAL AWARD INFORMATION**, of the Contract is revised and restated as follows:

GRANTEE’S UNIQUE ENTITY IDENTIFIER IS: DBH1UNN8U5J3

Federal Award Identification Number (FAIN): NU90TU000053

- A. Assistance Listings Title, Number, and Dollar Amount: Centers for Disease Control and Prevention, Public Health Emergency Preparedness (PHEP) Cooperative Agreement, 93.069, \$47,206,790.00.
- B. Federal Award Date: 06/11/2024
- C. Federal Award Period: 07/01/2024 – 06/30/2029
- D. Name of Federal Awarding Agency: Centers for Disease Control and Prevention
- E. Federal Award Project Description: Texas DSHS Public Health Emergency Preparedness (PHEP) Cooperative Agreement

F. Awarding Official Contact Information:

Ms. Kimberly Champion
Grants Management Specialist
(404) 498-4229
qrf9@cdc.gov

G. Total Amount of Federal Funds Awarded to System Agency: \$47,206,790.00

H. Amount of Funds Awarded to Grantee: \$238,263.00

I. Identification of Whether the Award is for Research and Development: No

4. **ATTACHMENT B, FY2025 BUDGET**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT B-1, REVISED BUDGET FOR PROJECT FY 2025**, which is attached to this Amendment and incorporated and made part of the Contract for all purposes.
5. **ATTACHMENT I, ICR AGREEMENT LETTER**, is attached to this Amendment and incorporated and made part of the Contract for all purposes.
6. This Amendment shall be effective as of the date last signed below.
7. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in full force and effect.
8. Any further revisions to the Contract shall be by written agreement of the Parties.
9. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter this Amendment.

**SIGNATURE PAGE FOR AMENDMENT NO. 1
DEPARTMENT OF STATE HEALTH SERVICES GRANT AGREEMENT
CONTRACT NO. HHS001439000003**

DEPARTMENT OF STATE HEALTH SERVICES TARRANT COUNTY

By: _____

By: _____

Name: _____

Name: Tim O'Hare

Title: _____

Title: County Judge

Date of Execution: _____

Date of Execution: _____

**ATTACHMENT B-1:
REVISED BUDGET FOR PROJECT FY 2025**

Budget Period: July 1, 2024 - June 30, 2025

Budget Categories	DSHS Funding
Personnel	\$149,040.00
Fringe Benefits	\$62,135.00
Travel	\$2,528.00
Equipment	\$2,382.00
Supplies	\$0.00
Contractual	\$0.00
Other	\$734.00
Sum of DSHS Direct Costs	\$216,819.00
Indirect Costs	\$21,444.00
Sum of DSHS Direct Costs and Indirect Costs	\$238,263.00
Plus Required Match (Cash or In-Kind)	\$23,826.00
Total Contract Amount	\$262,089.00



Texas HHS Indirect Cost Rate Group
<https://texashhs.secure.force.com/GranteeLandingPage>

DATE: May 24, 2024

TIN: 17560011706
CONTACT NAME: Yanisha Box
GRANTEE: Tarrant County
ADDRESS: 100 E. Weatherford St. Rm 506, Fort Worth, TX 76196

The indirect cost rate(s) contained herein are for use on grants with Federal, State, or both governments to which 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or the State of Texas Uniform Grant Management Standards apply, subject to the limitations contained in the sections below.

SECTION 1: HHS SYSTEMS ISSUED RATE(S)						
HHS System Issued Rate						
Rate Type	RATE PERIOD		Rate	Rate Base	Applicable To	Next Proposal Due
	Start Date	End Date				
Fixed with Carry-forward	Oct 1, 2023	Sep 30, 2024	32.86% **	Direct Salaries	Health Department	Nov 30, 2024

***If the indirect cost rate for the next fiscal year is not approved prior to the new fiscal year, use this rate as a billing rate until a new rate is established. ICR Proposals must be submitted in accordance with the above timelines to continue recovering indirect costs.*

Rate Base Details
Direct Salaries means total direct salaries and wages, excluding fringe benefits. The rate applies to all programs administered by the non-federal entity. To determine the amount of indirect costs to be billed under this agreement, direct salaries and wages should be summed and multiplied by the rate. All other program costs, including fringe benefits associated with direct salaries, should be eliminated.

SECTION 2: ACCOUNTING TREATMENT OF FRINGE BENEFITS COST	
Accounting Methods	
Fringe Benefit Rate:	N/A
Fringe Benefits:	Vacation, sick pay, F.I.C.A, Retirement , Health & Life Insurance, Worker's compensation, Unemployment Insurance, car, mobile phone, and uniform allowances, meals, clothing, adoption assistance, tuition reimbursement, longevity, premium pays(l, e. shift, field training, etc.), certification pay, juvenile supplement pay, flexible spending accounts, health saving accounts and employee assistance program.
Paid Absences:	Vacation, holiday and sick leave pay is claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

SECTION 3: Deadlines for Proposal Submissions

Your FY2025 Fixed with Carry-forward ICR proposal with the FY2023 carry-forward adjustment must be submitted via the [Landing Page for Subrecipients](#) no later than November 30, 2024. Please provide your FY2023 audit report* along with the ICR Proposal Packet. Select the "Submit ICR Proposal" option to upload all required documents. The proposal packet must be submitted on the HHS Indirect Cost Rate Group approved ICR Proposal Packet templates. Select "Technical Assistance" to request copies of the approved templates.

*Your audit should include a Schedule of Indirect Costs. The Schedule of Indirect Costs must show the incurred expenses versus the recovered expenses for the carry-forward calculation. Please see the enclosed example.

SECTION 4: KEY GUIDELINES AND CONDITIONS

A. LIMITATIONS: Use of the rate(s) contained in the Agreement is subject to all statutory or administrative limitations and is applicable to a given Federal award or contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions: (1) that no costs other than those incurred by the grantee were included in its indirect cost pool as finally accepted and that such incurred costs are legal obligations of the grantee and allowable under the governing cost principles, (See 2 CFR 200, Subpart E); (2) Unallowable costs have been adjusted appropriately when allocating costs identified in the proposal; (3) that the same costs that have been treated as indirect costs have not been claimed as direct costs; (4) that similar types of costs have been accorded consistent treatment; and (5) that the information provided by the grantee which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate; (6) that a restricted rate or limit to the indirect cost rate or amount is not required under the enabling statute or by the cognizant federal agency; (7) indirect costs may only be recovered to the extent direct costs were incurred; and (8) the rates cited in this Agreement may be subject to audit. Indirect cost elements and the type of distribution base used in computing the rates are subject to revision when a final rate is negotiated to settle the provisional rate or if unusual circumstances affect the negotiated predetermined rate. In such situations, the rate(s) may be subject to renegotiation at the discretion of the cognizant agency.

B. CHANGES IMPACTING THE INDIRECT COST RATE PROPOSAL: This agreement is based on the organizational structure and the accounting methodology purported by the grantee to be in effect during the Agreement period. Changes which affect the amount of reimbursement resulting from the use of this Agreement require prior approval from the cognizant organization. Failure to obtain approval may result in subsequent cost disallowance. To notify us of organizational changes which impact the indirect cost rate, please submit a Technical Assistance request at the Landing Page referenced in Section 3 of this agreement.

- C. NOTIFICATION TO FEDERAL AND STATE AGENCIES:** A copy of this document may be provided by the grantee to other Federal or State funding sources as a means of notifying them of the Agreement contained herein.
- D. APPLICATION OF INDIRECT COST RATE TO EXISTING GRANTS:** Indirect costs charged to a grant by means other than the rate(s) cited in this Agreement should be adjusted to the applicable rate cited herein.
- E. GOVERNMENT COMMISSIONS (REGIONAL PLANNING COMMISSIONS, COUNCILS OF GOVERNMENT, ETC):** Title 12 of Texas Local Government Code §391.0115(e) limits your organization’s indirect costs to 15% or less of your organization’s total expenditures.

SECTION 5: RATE TYPE DEFINITIONS

A. Fixed Carry-forward and Adjustments: A fixed carry-forward rate means an indirect cost rate which has the same characteristics as a predetermined rate, except that the difference between the estimated costs and the actual, allowable costs of the period covered by the rate is carried forward as an adjustment to the rate computation of a subsequent period. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

SECTION 6. ACCEPTANCE OF AGREEMENT

GRANTEE

COGNIZANT AGENCY

Tarrant County
Grantee Name

Texas Health and Human Services Commission
Agency Name

Kimberly Buchanan Title County Auditor, CPA
Name of Grantee Signature Authority

Racheal Kane, Federal Funds Director
Name of Agency Signature Authority


Grantee Signature

Racheal Kane Digitally signed by Racheal Kane
Date: 2024.05.24 10:24:29 -05'00'
Agency Signature

08282024

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Colliet Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.