



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____

PAGE 1 OF 21

DATE: 10/1/2024

SUBJECT: CONSIDERATION OF AMENDMENT NO. 1 TO THE FISCAL YEAR 2025 TEXAS DEPARTMENT OF STATE HEALTH SERVICES COMMUNITY PREPAREDNESS SECTION/CITIES READINESS INITIATIVE - 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/Cities Readiness Initiative - Public Health Emergency Preparedness (CPS/CRI-PHEP) Grant Agreement, Contract No. HHS001439300006.

BACKGROUND

Historically, 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/CRI-PHEP grant is a recurring grant which provides funding for TCPH PHEP staff salaries for 4 full time employees who perform activities in support of CDC’s PHEP Cooperative Agreement with DSHS. These activities include engaging and recruiting volunteers, coordinating plans, placing starter kits for medical countermeasures, and assisting with personal preparedness outreach efforts.

On February 21, 2024, the Commissioners Court, through Court Order #142645, approved the submission of the FY2024-2025 CPS/CRI-PHEP Grant Application to the DSHS for grant funding in the amount of \$370,765.00 for the continuation of the Public Health Emergency Preparedness Division.

On May 7, 2024, the Commissioner Court, through Court Order #143041, approved the FY 2025 Community Preparedness Section/Cities Readiness Initiative grant contract with DSHS in the amount of \$370,765.00 with a required match amount of \$37,077.00 for a total amount of \$407,842.00. The term of the grant agreement is July 1, 2024 through June 30, 2025.

With the approval of Amendment No. 1, the budget, indirect cost rate, federal award information, reporting requirements and statement of work will be amended. TCPH revised the budget to include indirect cost in the amount of \$33,401.00. 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 21

The Criminal District Attorney's Office has reviewed this document as to form.

FISCAL IMPACT

The award for this grant is \$370,765.00.

This grant does require a match, \$37,077.00, from existing staff salaries will be utilized.

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/F0044-2025, T0450-2025



**DEPARTMENT OF STATE HEALTH SERVICES
 CONTRACT NO. HHS001439300006
 AMENDMENT NO. 1**

The Department of State Health Services (“System Agency” or “DSHS”) and Tarrant County (“Grantee”), who are collectively referred to herein as the "Parties," to that certain Cities Readiness Initiative (“CRI”) grant contract, effective July 1, 2024, and denominated DSHS Contract No. HHS001439300006 (“Contract”), now desire to amend the Contract.

WHEREAS, the System Agency wants to revise the budget, indirect cost rate, federal award information, reporting requirements and statement of work.

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

1. **SECTION V, BUDGET**, of the Contract is revised to add the following Indirect Cost Rate language:

Indirect Cost Rate: The Grantee’s acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B.1, PROJECT FY2025 BUDGET**, 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. **SECTION VII** of the Contract, Reporting Requirements, is hereby deleted in its entirety and replaced with the following language:

Report	Frequency	Due Date
Financial Status Report – Biannually	The FSR is submitted biannually	January 31, 2025 July 30, 2025
Invoices/Requests for Reimbursement – Monthly	The last business day of the month following the month in which expenses were incurred	August 31, 2024 September 30, 2024 October 31, 2024 November 30, 2024 December 31, 2024 January 31, 2025 February 28, 2025 March 31, 2025 April 30, 2025 May 31, 2025 June 30, 2025

		July 30, 2025
Grantee’s Property Inventory Report	One Time	October 15, 2024
Capacity Indicators	One Time	January 1, 2025
Jurisdictional Risk Assessment (JRA)	One Time	January 1, 2025
Multi-Year Integrated Preparedness Plan (“MYIPP”)	One Time	May 1, 2025
Documentation for Exercise	After each exercise	Within 90 days of the exercise completion or June 30, 2029, whichever is sooner

3. **SECTION X** of the Contract, Federal Award Information, is hereby deleted in its entirety and replaced with the following:

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: July 1, 2024 – June 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: \$370,765.00
- I. Identification of Whether the Award is for Research and Development: No

4. **ATTACHMENT A, PROJECT FY2025 STATEMENT OF WORK**, is deleted in its entirety and replaced with **ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK**.
5. **ATTACHMENT B, PROJECT FY2025 BUDGET**, is deleted in its entirety and replaced with **ATTACHMENT B.1, PROJECT FY2025 BUDGET**.
6. This Amendment No. 1 shall be effective as of the date last signed below.

7. Except as amended and modified by this Amendment No. 1, 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 into this Amendment.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1
DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS001439300006**

DEPARTMENT OF STATE HEALTH SERVICES TARRANT COUNTY

By: _____

By: _____

Name: _____

Name: Tim O'Hare

Title: _____

Title: County Judge

Date of Signature: _____

Date of Signature: _____

**THE FOLLOWING ATTACHMENTS ARE ATTACHED TO THIS AMENDMENT AND INCORPORATED
AS PART OF THE CONTRACT FOR ALL PURPOSES:**

ATTACHMENT A.1	PROJECT FY2025 STATEMENT OF WORK
ATTACHMENT B.1	PROJECT FY2025 BUDGET
ATTACHMENT I	ICR AGREEMENT LETTER

ATTACHMENT A.1
PROJECT FY2025 STATEMENT OF WORK
July 1, 2024, through June 30, 2025

I. GRANTEE RESPONSIBILITIES

- A. Grantee shall deliver services funded by the Public Health Emergency Preparedness (“PHEP”) Cooperative Agreement from the Centers for Disease Control and Prevention (“CDC”) to advance public health preparedness for the Cities Readiness Initiative (“CRI”).
- B. Grantee shall perform the activities required under this Contract in the following county/ies: Tarrant County.
- C. Grantee shall provide DSHS with situational awareness data generated through interoperable networks of electronic data systems.
- D. Grantee shall address the following public health emergency preparedness capabilities:
 - 1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short and long term;
 - 2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations;
 - 3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System (“NIMS”);
 - 4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel;
 - 5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue;
 - 6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to all levels of government and the private sector in

ATTACHMENT A.1
PROJECT FY2025 STATEMENT OF WORK
July 1, 2024, through June 30, 2025

preparation for and in response to events or incidents of public health significance;

7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves;
8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins;
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident;
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments;
11. Capability 11 – Nonpharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing nonpharmaceutical interventions in response to the needs of an incident, event, or threat. Nonpharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors;
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods that may be used to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public

ATTACHMENT A.1
PROJECT FY2025 STATEMENT OF WORK
July 1, 2024, through June 30, 2025

health threats and emergencies;

13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance;
14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment; and
15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency’s preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.

E. Grantee shall:

1. Match funds awarded under this Contract with costs or third-party contributions that are not paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that Grantee incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR § 74.23 and § 92.24, as amended; and
2. Provide matching funds in the amount of ten percent (10%) of the Contract amount as set forth in Attachment B, Budget. Cash match is defined as an expenditure of cash by Grantee on allowable costs of this Contract that are borne by Grantee. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract’s project and that are contributed by non-federal third parties without charge to Grantee. The criteria for match must:
 - a. Be an allowable cost under the applicable federal cost principle;
 - b. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
 - c. Be verifiable within Grantee’s (or subgrantee’s) records;
 - d. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement contracts);

ATTACHMENT A.1
PROJECT FY2025 STATEMENT OF WORK
July 1, 2024, through June 30, 2025

- e. Not be included as contributions toward any other federally assisted project or program (match can count only once);
 - f. Not be paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or match;
 - g. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
 - h. Be adequately documented;
 - i. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
 - j. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Contract term.
- F.** In the event of a local, state, or federal emergency, Grantee has the authority to utilize approximately five percent (5%) of Grantee's staff's time supporting this Contract for response efforts. DSHS will reimburse Grantee up to five percent (5%) of this Contract funded by the CDC for personnel costs responding to an emergency event. Grantee will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation in drills and exercises in the pre-event time period. Grantee will notify the designated DSHS Contract Manager in writing when this provision is implemented.
- G.** In the event of a public health emergency involving a portion of the state, Grantee shall mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements, and not currently performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from DSHS.
- H.** Grantee shall coordinate activities and response plans within the jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.
- I.** Grantee shall inform DSHS in writing if Grantee will not continue performance under this Contract within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.
- J.** Grantee shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.
- K.** Grantee shall complete and submit programmatic reports as directed by DSHS in a format specified by DSHS and as needed to satisfy information-sharing requirements set forth

ATTACHMENT A.1
PROJECT FY2025 STATEMENT OF WORK
July 1, 2024, through June 30, 2025

in Texas Government Code Sections 421.071 and 421.072(b and c), as amended. Grantee must provide DSHS other reports, including financial reports, that DSHS determines necessary to accomplish the objectives of this Contract and to monitor compliance.

- L. Grantee shall conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program (“HSEEP”) guidance.
- M. When using volunteers during the Contract term, Grantee must designate a Texas Disaster Volunteer Registry (“TDVR”) State Emergency System for the Advanced Registration of Volunteer Health Professionals (“ESAR-VHP”) System Administrator, participate in required administrator trainings, and utilize the system to identify volunteers.
- N. Grantee shall not use funds for research, clinical care, fund-raising activities or lobbying, construction or major renovations, reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, uniforms, buildings or real property, or funding an award to another party or provider who is ineligible.
- O. Grantee shall initiate the purchase of all equipment approved in writing by DSHS in the first quarter of the FY2025 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 designated DSHS Contract Manager.
- P. Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee’s Property Inventory Report to FSOequip@dshs.texas.gov with a copy to the assigned System Agency Contract Representative by email not later than October 15 of each year. 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.
- Q. Grantee shall provide notification of budget transfers by submission of a revised Categorical Budget Form to the designated DSHS Contract Manager, highlighting the areas affected by the budget transfer. Grantee is advised as follows:
 - 1. Transferring funds between budget categories, other than the equipment and indirect cost categories, is allowable, but cannot exceed 25% of the total Contract value during a Contract budget period. If the budget transfer(s) exceeds 25% of the total Contract value, alone or cumulatively, a formal Contract amendment is required; and
 - 2. After review, the designated DSHS Contract Manager shall provide notification of acceptance to Grantee via email, upon receipt of which, the revised budget shall be

ATTACHMENT A.1
PROJECT FY2025 STATEMENT OF WORK
July 1, 2024, through June 30, 2025

incorporated into the Contract.

- R. Grantee shall not use DSHS funds to purchase buildings or real property without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.
- S. At the expiration or termination of this Contract for any reason, title to any remaining equipment and supplies purchased with funds under this Contract shall revert to DSHS. Title may be transferred to any other party designated by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.
- T. None of the funds made available under this Contract may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
- U. Grantee shall comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:
 - 1. Public Law 109-417, Pandemic and All-Hazards Preparedness and Advancing Innovation Act (“PAHPAI”);
 - 2. Texas Health and Safety Code, Chapter 81; and
 - 3. Section 319C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended.

II. REPORTING REQUIREMENTS

- A. Grantee must prepare and submit a current **Multi-Year Integrated Preparedness Plan (“MYIPP”)** each Project FY, which must include at least five (5) years of progressive exercise, planning and training, to System Agency via Qualtrics. For Project FY2025, Grantee must submit the MYIPP to System Agency by **May 1, 2025**. The MYIPP must be based on the results of the Grantee’s training needs assessment and the evaluations of previous exercises and responses, including the After-Action Review/Improvement Plan. The MYIPP must include a description of:
 - 1. Summary of the MYIPP Workshop;
 - 2. The proposed location, month(s), and year(s) of future exercise(s);
 - 3. The type(s) of future exercise(s) that will take place; and
 - 4. The partnering entities.MYIPP must include at least one access and functional needs or underserved populations (FEMA Definition), training to support a ready responder workforce (WHF-B, AHA-G,

ATTACHMENT A.1
PROJECT FY2025 STATEMENT OF WORK
July 1, 2024, through June 30, 2025

LOC-B), and recovery operations (REC-A). Data elements listed in CDC's Supplemental Guidance must be provided to DSHS.

- B.** Grantee must prepare and submit a self-assessment on **Capacity Indicators** each Project FY via Qualtrics. For Project FY2025, Grantee must submit the Capacity Indicators Form to System Agency by **January 1, 2025**. System Agency will provide a template to Grantee, which will identify the information that Grantee must provide in its Capacity Indicators Form.
- C.** Grantee must prepare and submit a **Jurisdictional Risk Assessment (JRA)** to System Agency via Qualtrics, using a URL provided by System Agency. For Project FY2025, Grantee must submit a Jurisdictional Risk Assessment to System Agency by **January 1, 2025**.
1. Must include disproportionately impacted populations or access and functional needs and any additional information provided by CDC's supplemental guidance.
 2. For FY24, previously completed JRAs can be submitted if they are not more than 5 years old. The next JRA will be due within the next 5 years from the submitted JRA date.
- D.** Grantee shall conduct multiple exercises following CDC's guidance listed in the Notice of Funding Opportunity pages 55 to 58 between July 1, 2024 and June 30, 2029. All jurisdictions must conduct exercise in accordance with CDC and DSHS requirements, including all supplemental guidance. Documentation is required within ninety (90) days of the exercise completion or **June 30, 2029**, whichever is sooner.
- E.** Grantee shall submit a Financial Status Report (FSR) twice per Project Fiscal Year ("Project FY") (July 1 through June 30 of the following year). The first FSR (for the period July 1, 2024, through December 31, 2024) is due by January 31, 2025. The second FSR (for the period January 1, 2025, through June 30, 2025) is due by July 30, 2025. Grantee shall electronically submit FSRs to invoices@dshs.texas.gov and FSRGrants@dshs.texas.gov, with a copy to the assigned System Agency Contract Representative identified in the Signature Document.

If System Agency determines Grantee needs to submit the reports by mail or fax, Grantee shall send the required information to one of the following:

1. For submission by mail, use address below:
Department of State Health Services
Claims Processing Unit
P.O. Box 149347, MC 1940
Austin, TX 78714-9347
2. For submission by fax, use number below:
(512) 458-7442

- F.** Grantee must immediately notify System Agency in writing if Grantee is legally prohibited

ATTACHMENT A.1
PROJECT FY2025 STATEMENT OF WORK
July 1, 2024, through June 30, 2025

from providing any report required under this Contract.

III. INVOICE AND PAYMENT

- A. Grantee shall request payments monthly using the State of Texas Purchase Voucher (Form B-13). Invoices and supporting documentation must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to submit a “zero dollar” invoice on a monthly basis. Grantee must submit a final close-out invoice. Invoices received more than thirty (30) days after the end of the Project FY are subject to denial of payment.
- B. All Form B-13s, Form B-13(A)s and FSRs must be submitted by e-mail, fax, or mail. E-mail is preferred, but either fax or mail is acceptable.
1. **By E-mail:**
 - a. Form B-13 with supporting documentation and Form B-13A must be sent to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov, and with a copy to the designated DSHS Contract Manager
 2. **By Mail:**

Department of State Health Services
Claims Processing Unit
P.O. Box 149347
Austin, Texas 78714-9347
 3. **By Fax:**

(512) 458-7442
- C. Grantee will be reimbursed on a monthly basis in accordance with the Budget in Attachment B of this Contract.
- D. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. DSHS will monitor Grantee’s expenditures on a biannual basis. If expenditures are below the amount projected in Grantee’s total Contract amount, Grantee’s budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds. Grantee must report position vacancies to their assigned Contract Manager each month until the position is filled.
- E. Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total amount of the Contract funded by DSHS. All advances must be expended by the end of the Contract term. Advances not expended by the end of the Contract term must be refunded to DSHS. Grantee will repay all or part of advance funds at any time during the Contract’s term. However, if the advance has not been repaid prior to the last three months of the Contract term, Grantee must deduct at least one-third of the remaining

ATTACHMENT A.1
PROJECT FY2025 STATEMENT OF WORK
July 1, 2024, through June 30, 2025

advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, DSHS will reduce the reimbursement request by one-third of the remaining balance of the advance.

ATTACHMENT B.1
PROJECT FY2025 BUDGET
(July 1, 2024, through June 30, 2025)

Budget Categories	DSHS Funding
Personnel	\$150,345.00
Fringe Benefits	\$67,174.00
Travel	\$3,028.00
Equipment	\$3,349.00
Supplies	\$11,249.00
Contractual	\$0.00
Other	\$102,219.00
Sum of DSHS Direct Costs	\$337,364.00
Indirect Costs	\$33,401.00
Sum of DSHS Direct Costs and Indirect Costs	\$370,765.00
Plus Required Match (Cash or In-Kind)	\$37,077.00
Total Contract Amount	\$407,842.00



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

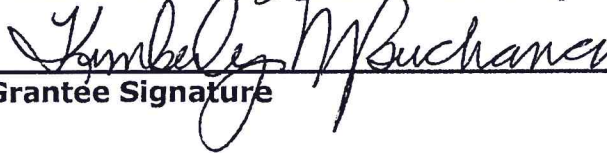
COGNIZANT AGENCY

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

09042024

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.