

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: May 11, 2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Angela Mora, (915-212-6502)

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 8- Nurture and promote a healthy, sustainable community

SUBGOAL: 8.1- Deliver prevention, intervention and mobilization services to promote a healthy , productive and safe community

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? **Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

That the Mayor be authorized to sign and submit Amendment No. 5 to HHSC Contract No. 537-18-0159-00001, under which the City of El Paso, through its Department of Public Health, provides the Department of State Health Services with laboratory analyses of submitted milk samples. Amendment No. 5 will extend the contract end date to August 31, 2022, and will increase the funds available in support of the services provided under the contract by adding \$34,750.00, for a total compensation amount not to exceed \$173,750.00.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

This contract with HHSC was approved on May 2, 2017 by Council and has had 4 amendments since. This will be the 5th amendment to extend the term of the contract to August 31, 2022 and to add \$34,750.00 for FY 22, a total not to exceed amount of the contract, \$173,750.00.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

The base contract, as well as the amendments have been approved by council.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Public Health

SECONDARY DEPARTMENT:

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

A handwritten signature in black ink, appearing to read "H. Man" or similar, written over a horizontal line.

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign and submit Amendment No. 5 to HHSC Contract No. 537-18-0159-00001, under which the City of El Paso, through its Department of Public Health, provides the Department of State Health Services with laboratory analyses of submitted milk samples. Amendment No. 5 will extend the contract end date to August 31, 2022, and will increase the funds available in support of the services provided under the contract by adding \$34,750.00, for a total compensation amount not to exceed \$173,750.00.

APPROVED this _____ day of _____, 2021.


CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Angela Mora, Director
Department of Public Health

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0159-00001
AMENDMENT NO. 5**

The **DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS" or "System Agency") and **CITY OF EL PASO** ("Local Government") who are collectively referred to herein as the "Parties," to that certain Contract effective September 1, 2017 and denominated HHSC Contract No. 537-18-0159-00001 ("Contract"), as amended, now desire to further amend the Contract.

Whereas, the Parties desire to exercise its option to renew the Contract in accordance with Section III, of the Contract Signature Document.

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

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

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

1. **SECTION III** of the Contract, **DURATION**, is hereby revised to extend the end of the Contract term to August 31, 2022. System Agency, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all renewals, does not exceed 5 years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purpose of transition, or otherwise determined by System Agency to serve the best interest of the State.
2. **SECTION V** of the Contract, **CONTRACT AMOUNT AND PAYMENT FOR SERVICES**, is hereby amended to add **\$34,750.00** for Fiscal Year 2022. The total not-to-exceed amount of the Contract is increased to **\$173,750.00**.
3. This Amendment shall be effective as of September 1, 2021.
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. 5
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0159-00001**

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF EL PASO

By: _____

By: _____

Date of Execution: _____

Date of Execution: _____

Certificate Of Completion

Envelope Id: 94F5F5617BDA4F2BAD6F477DEDE2DF7C	Status: Sent
Subject: Amending \$173,750.00; 537-18-0159-00001; City of El Paso A-5 ; DSHS/Consumer Protection	
Source Envelope:	
Document Pages: 25	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1100 W. 49th St.
	Austin, TX 78756
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 167.137.1.15

Record Tracking

Status: Original	Holder: Texas Health and Human Services	Location: DocuSign
4/6/2021 4:36:16 PM	Commission	
	PCS_DocuSign@hhsc.state.tx.us	

Signer Events

Signature	Timestamp
Oscar Lesser Leeser01@elpasotexas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Sent: 4/7/2021 11:32:17 AM

Stephen Pahl
stephen.pahl@dshs.texas.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Signature	Status	Timestamp
CMS Inbox cmucontracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/7/2021 11:32:16 AM

Ebony White ebony.white@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/7/2021 11:32:16 AM
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Carbon Copy Events	Status	Timestamp
City of El Paso Health Department HealthFiscal@elpasotexas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/7/2021 11:32:17 AM Viewed: 4/7/2021 11:36:02 AM
Miguel Martinez MartinezME@elpasotexas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/7/2021 11:32:17 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/7/2021 11:32:16 AM
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Payment Events	Status	Timestamps
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**INTERLOCAL COOPERATION CONTRACT
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. [537-18-0159-00001]**

THE DEPARTMENT OF STATE HEALTH SERVICES (“System Agency”) and City of El Paso (“Local Government”), each a “Party” and collectively the “Parties,” enter into the following contract for laboratory analyses of milk sampling services (the “Contract”) pursuant to the provisions of the “Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code.

I. PARTIES

System Agency

Name: Department of State Health Services
Address: 1100 W. 49th Street
City and Zip: Austin, 78756
Contact Person: Frank Rivera
Telephone: (512) 776-3451
Fax number: (512) 776-7391
E-Mail Address: frank.rivera@dshs.state.tx.us
Agency Number: 537

Local Government

Name: City of El Paso
Address: 300 N. Campbell St.
City and Zip: El Paso, 79901-1402
Contact Person: Christopher Olivas
Telephone: (915) 543-9984
Fax number: (915) 546-9034
E-Mail Address: olivascr@elpasotexas.gov
Agency Number: N/A

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in **Attachment A – Statement of Work.**

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on September 1, 2017 and terminates on August 31, 2019 unless renewed or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions.

IV. AMENDMENT

The Parties to this Contract may modify this contract only through the execution of a written amendment signed by both parties.

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract will not exceed THIRTY-FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (**\$34,750.00**) per fiscal year (September 1 through August 31) for a cumulative total not to exceed SIXTY-NINE THOUSAND FIVE HUNDRED DOLLARS (**\$69,500.00**) for the duration of the contract. All expenditures under the Contract will be in accordance with **ATTACHMENT A, STATEMENT OF WORK.**

System Agency Contract No. [537-18-0159-00001]

Page 1 of 4

VI. LEGAL NOTICES

Legal Notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Department of State Health Services
Attention: Lisa Hernandez
1100 W. 49th Street, MC 1911
Austin, TX 78756

Local Government

City of El Paso
300 N. Campbell St.
El Paso, TX 79901-1402
Attention: Christopher Olivas
olivascr@elpasotexas.gov

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

VII. CERTIFICATIONS

The undersigned contracting parties certify that:

- (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- (2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract.
- (3) The proposed arrangements serve the interest of efficient and economical administration of state government; and
- (4) The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

The System Agency further certifies that it has statutory authority to contract for the services described in this contract under DSHS Contracting Authority, which is Texas Health and Safety Code Chapters 12 and 1001 and Texas Government Code Chapters 791 and 531, Subchapter D, to the extent applicable.

The Local Government further certifies that it has statutory authority to contract for the services described in this contract under Texas Government Code, Chapter 791, and Texas Health and Safety Code, Chapter 435.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. [537-18-0159-00001]

DEPARTMENT OF STATE HEALTH SERVICES

LOCAL GOVERNMENT

DocuSigned by:
Jonathan R. Huss
8246266A189345B...

Signature

DocuSigned by:
Mayor Oscar Leeser
2F2BD597469F4C0...

Signature

Jonathan R.Huss
Printed Name

Oscar Leeser
Printed Name

Interim Associate Commissioner,
Division of Regulatory Services
Title

Mayor
Title

5/9/2017 | 12:09 PM CDT

Date

5/2/2017 | 10:12:30 AM CDT

Date

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. [537-18-0159-00001] ARE HEREBY INCORPORATED BY REFERENCE:

- | | |
|-----------------------|--|
| ATTACHMENT A - | STATEMENT OF WORK |
| ATTACHMENT B - | UNIFORM TERMS AND CONDITIONS |
| ATTACHMENT C - | SUPPLEMENTAL & SPECIAL CONDITIONS |

ATTACHMENT A STATEMENT OF WORK

I. LOCAL GOVERNMENT RESPONSIBILITIES

- A. System Agency will submit milk samples to Local Government, who will provide accurate laboratory analyses of each submitted milk sample submit the results of the laboratory analyses to System Agency.
- B. Local Government will ensure that analyses of the milk samples submitted by System Agency will meet laboratory proficiency standards as set by the National Conference of Interstate Milk Shipments and the current U.S. Public Health Service Grade "A" Pasteurized Milk Ordinance.
- C. Local Government will comply with Texas Health and Safety Code Chapter 435, on Dairy Products.
- D. Local Government will comply with Texas Health and Safety Code Chapter 440, the Frozen Dessert Manufacturer Licensing Act.
- E. Local Government will comply with Texas Administrative Code Title 25, Chapter 217, on Milk and Dairy
- F. Local Government will immediately notify designated System Agency staff when a sample is in violation of the set limits.
- G. Local Government will perform the tests requested by System Agency for each sample submitted and will transmit by mail, fax, or email the final results of each test within 48 hours from the date and time the sample is received by the Local Government's laboratory or the close of the next business day, whichever is later, to:

Department of State Health Services
Environmental and Consumer Safety
Section Policy/Standards/QA Unit, Milk
Group
PO Box 149347, MC 1987
Austin, Texas 78714-9347
Fax: (512) 834-6756

II. PERFORMANCE MEASURES

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

III. INVOICE AND PAYMENT

- A. Performing Agency will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.SystemAgency.state.tx.us/grants/forms/b13form.doc>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347

ATTACHMENT A STATEMENT OF WORK

Austin, TX 78714-9347
 FAX: (512) 458-7442
 EMAIL: invoices@dshs.state.tx.us

- B. Performing Agency will be paid on a fee-for-service/unit rate basis and in accordance with the fee schedule listed in Section III.C. of this Attachment A, Statement of Work. System Agency will make these payments from their current revenues.
- C. Laboratory analyses will be performed at a rate per test not to exceed the following schedule:

Analysis	Test or Method	Max. Price
Standard Plate Count	SPC/PCA	\$11.25
Direct Microscopic Somatic Cell Count	DMSCC	\$15.00
Electronic Somatic Cell Count	ESCC	\$15.00
Added Water	Cryoscope	\$3.75
Antibiotics Inhibitor (Disk Assay)	Disc/Inhibitor (Delvo)	\$8.43
Antibiotics Confirmation Rapid Test	Charm I, II, SNAP, etc.	\$45.00
Aflatoxin	Aflatoxin	\$45.00
Phosphatase	Fluorophos	\$14.06
Coliform	Coli	\$10.31
Water Supply	Water	\$28.12
Cooling Water	Glycol-Sweet Water	\$28.12

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel



Health and Human Services Commission
HHSC Uniform Terms and Conditions -
Local Governmental Body
Version 2.12

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ARTICLE I DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise or defined in the Signature Document, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“[Deliverables](#)” means any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[Federal Assurances](#)” means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction projects); or Standard Form 424D (Rev. 7-97), as prescribed by OMB Circular A-102 (construction projects).

“[Federal Certifications](#)” means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions.”

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“[Local Government](#)” means the Party to this Contract that meets the definition of this term under Tex. Gov't Code § 791.003(4).

“[Parties](#)” means the System Agency and Local Government, collectively.

“[Party](#)” means either the System Agency or Performing Agency, individually.

“[Project](#)” means the goods and/or Services described in the Signature Document or an Attachment to this Contract.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Services](#)” means the tasks, functions, and responsibilities assigned and delegated to Local Government under the Contract.

“[Signature Document](#)” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“[Subcontractor](#)” means an individual or business that performs part or all of the obligations of Local Government under this Contract.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Local Government.

“[Work](#)” means all Services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including Deliverables.

1.02 Interpretive Provisions

- A. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

- G. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver shall be deemed modified by the phrase "in its sole discretion."
- J. Time is of the essence in this Contract.

ARTICLE II CONSIDERATION

2.01 Expenses

Except as otherwise provided in the Contract, no ancillary expenses incurred by the Local Government in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.

When the reimbursement of travel expenses is authorized by the Contract, all such expenses shall be reimbursed in accordance with the rates set by the State of Texas *Textravel*.

2.02 Funding

- A. This Contract shall not be construed as creating any debt on behalf of the State of Texas or the System Agency in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the System Agency hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- B. Furthermore, any claim by Local Government for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Local Government, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.
- C. This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Contractor will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack

of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency shall not be required to give notice and shall not be liable for any damages or losses caused or associated with such termination or cancellation.

ARTICLE III WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

3.01 Federal Assurances

Local Government further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Local Government is in compliance with each of the requirements reflected therein.

3.02 Federal Certifications

Local Government further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Local Government is in compliance with each of the requirements reflected therein. **In addition, Local Government certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE IV INTELLECTUAL PROPERTY

4.01 Intellectual Property

- A. To the extent any Work results in the creation of Intellectual Property, all right, title, and interest in and to such Intellectual Property shall vest in the System Agency upon creation and shall be deemed to be a “work made for hire” and made in the course of the services rendered pursuant to this Contract.
- B. To the extent that title to any such Intellectual Property may not by law vest in the System Agency, or such Intellectual Property may not be considered a “work made for hire,” all rights, title, and interest therein are hereby irrevocably assigned to the System Agency. The System Agency shall have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.
- C. Local Government must give the System Agency and the State of Texas, as well as any person designated by the System Agency or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond the stated amount payable to Local Government for the services authorized under this Contract.

ARTICLE V RECORDS, AUDIT, AND DISCLOSURE

5.01 Access to records, books, and documents

In addition to any right of access arising by operation of law, Local Government and any of Local Government’s affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United

States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Local Government shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Local Government shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

5.02 Response/compliance with audit or inspection findings

- A. At Local Government's sole expense, Local Government must take action to ensure its or a Subcontractor's compliance with a correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the Services and Deliverables or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Whether Local Government's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the Services, Local Government must provide to HHSC upon request a copy of those portions of Local Government's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

5.03 SAO Audit

Local Government understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Local Government agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Local Government will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Local Government and the requirement to cooperate is included in any Subcontract it awards.

5.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Local Government to offset overpayments made to the Local Government. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Local Government understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Local Government further understands and agrees that reimbursement of such disallowed costs shall be paid by Local Government from funds which were not provided or otherwise made available to Local Government under this Contract.

5.05 Public Information and Confidentiality

Information related to the performance of this Contract may be subject to the Public Information Act and will be withheld from public disclosure or released to the public only in accordance therewith. Local Government shall make any information required under the Public Information Act available to the System Agency in portable document file (“.pdf”) format or any other format agreed between the Parties.

To the extent permitted by law, Local Government and the System Agency agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Local Government or the System Agency. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

5.06 Data Security

Each Party and its Subcontractors will maintain reasonable and appropriate administrative, physical, and technical safeguards to ensure the integrity and confidentiality of information exchanged in the performance of services pursuant to this Contract and protect against any reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized use or disclosure of the information in accordance with applicable federal and state laws, rules, and regulations.

Upon notice, either Party will provide, or cause its subcontractors and agents to provide, the other Party or its designee prompt access to any information security records, books, documents, and papers that relate to services provided under this Contract.

ARTICLE VI CONTRACT MANAGEMENT AND EARLY TERMINATION

6.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- A. suspending all or part of the Contract;
- B. requiring the Local Government to take specific corrective actions in order to remain in compliance with term of the Contract;
- C. recouping payments made to the Local Government found to be in error;
- D. suspending and/or limiting any services and placing conditions on any such suspensions and/or limitations of services;
- E. imposing any other remedies authorized under this Contract; and
- F. imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, rule.

6.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC’s notice of termination.

6.03 Termination for Cause

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Local Government has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Local Government's duties under the Contract.

6.04 Equitable Settlement

Any early termination under this Article shall be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency shall be incorporated into the Contract by reference herein for all purposes when it is issued.

7.02 Survivability

All obligations and duties of the Local Government not fully performed as of the expiration or termination of this Contract will survive the expiration or termination of the Contract.

7.03 No Waiver

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

7.04 Standard Terms and Conditions

- A. In the performance of this Contract, each Party shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Each Party shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Each Party will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.
- B. All records relevant to this Contract shall be retained for a minimum of seven (7) years. The period of retention begins at the date of final payment by the System Agency, or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit or to complete any administrative proceeding or litigation that may ensue.
- C. The System Agency shall own, and Local Government hereby assigns to the System Agency, all right, title, and interest in all tangible Work.
- D. Local Government shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas

State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

- E. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Local Government irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE SYSTEM AGENCY.**
- F. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- G. Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the System Agency may terminate this Contract immediately upon written notification to Local Government.
- H. This Contract, its integrated Attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

- I. Neither party shall assign or subcontract the whole nor any part of the contract, including any right or duty required under it, without the other party's prior written consent. Any assignment made contrary to this shall be void.
- J. This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the System Agency within thirty (30) days of execution by the other Party, this Contract shall be null and void.
- K. Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," Each Party is self-insured and, therefore, is not required to purchase insurance.

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SUPPLEMENTAL CONDITIONS

THE FOLLOWING SUPPLEMENTAL CONDITIONS APPLY TO THIS CONTRACT AND MODIFY THE HHS UNIFORM TERMS AND CONDITIONS:

Section 6.02, Termination for Convenience, shall be deleted in its entirety and replaced with the following:

6.02 Termination for Convenience

Either the Performing Agency or the Receiving Agency may terminate the Contract at any time when, in the agency's sole discretion, it determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the terminating agency's notice of termination.

Section 6.03, Termination for Cause, shall be deleted in its entirety and replaced with the following:

6.03 Termination for Cause

Performing Agency and Receiving Agency will each have the right to terminate the Contract in whole or in part if either agency determines, in its sole discretion, that the other Party has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Performing Agency's or Receiving Agency's duties under the Contract.

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION

Performing Agency shall notify their assigned contract manager if Performing Agency has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the contract;
- d. Date of suspension or termination; and
- e. Contract or case reference number.

SECTION 1.02 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- a. Performing Agency shall immediately report in writing to their contract manager when Performing Agency has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:

1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
 2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- b. Performing Agency shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

SECTION 1.03 PERFORMING AGENCY’S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Performing Agency shall notify in writing their contract manager assigned within ten days of any change to the Performing Agency’s Contact Person or Key Personnel.

SECTION 1.14 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS

- a. Applicability:

The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Performing Agency performs services that include EIR that the System Agency's employees are required or permitted to access or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC’s clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

- b. Definitions:

“**Accessibility Standards**” means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

“**Electronic and Information Resources**” means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or

information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

“Electronic and Information Resources Accessibility Standards” means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

“Product” means information resources technology that is, or is related to EIR.

“Web Site Accessibility Standards/ Specifications” means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements.

Under Tex. Gov’t Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Performing Agency must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. Evaluation, Testing, and Monitoring

1. The System Agency may review, test, evaluate and monitor Performing Agency’s Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State’s right to contest the Performing Agency’s assertion of compliance with the Accessibility Standards.
2. Performing Agency agrees to cooperate fully and provide the System Agency and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. Representations and Warranties

1. Performing Agency represents and warrants that:
 - i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and
 - ii. If the Products will be in the custody of the state or a System Agency's client or

recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

2. In the event Performing Agency becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Performing Agency represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.
3. Performing Agency acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.
4. Performing Agency's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. Remedies

1. Under Tex. Gov't Code § 2054.465, neither the Performing Agency nor any other person has cause of action against the System Agency for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
2. In the event of a breach of Performing Agency's representations and warranties, Performing Agency will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

**CONTRACT FILE
TABLE OF CONTENTS**

For Contracts, Renewals, Amendments, and Revenue Contracts

	√ or NA	DOCUMENT	COMMENTS
1	√	Table of Contents	
2	√	System For Award Management (SAM)	
3	√	Office of Inspector General (OIG) Excluded List	
4	√	Central Masters Bidders List (VPTS)	
5	NA	Secretary of State (SOS) name verification / status*	
6	NA	FFATA Certification Form*	
7	√	OCC Review/Approval	
8	√	Vendor Subrecipient Determination Form*	
9	NA	Requisition*	
10	NA	Purchase Order*	
11	NA	Miscellaneous (emails, correspondence, supporting actions taken, i.e., audit trail)*	

*Include these items if applicable.

It is the responsibility of the Contract Specialist assigned this program ID to ensure the contract file folder is complete, regardless of who may have assisted with work on their behalf.

MAND D
Program ID:

JSW
Contract Coordinator Initials:

Date:

Request for OCC Review - Agreements via DocuSign®	
Requestor: Frank Rivera	Agreement No. / Program ID (short description) : 537-18-0159-00001 / MandID
Division: Regulatory Services	If Individual, is this a Governmental Body? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OCC Attorney: Clark Miller	If Multiple, provide spreadsheet with list of contractors, entity type, Agreement #s, and total Agreement amount.
Requested Return Date: 1/30/2017	Funding: <input checked="" type="checkbox"/> Solely State <input type="checkbox"/> Solely Federal <input type="checkbox"/> Both
Requisition No. (if known):	Brief Description of Agreement: Provide laboratory analysis of milk samples submitted by DSHS.
Agreement Term: 9/1/2017-8/31/2019	
Type of Agreement: <input type="checkbox"/> Vendor <input type="checkbox"/> Interagency <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Interlocal	<input type="checkbox"/> (MOU/MOA) <input type="checkbox"/> Other (Explain): <input type="checkbox"/> Revenue Generating Contract
Applicable Attachments for HHS Templates: <input checked="" type="checkbox"/> submitted to OCC for review by Requestor <input checked="" type="checkbox"/> Signature Document <input checked="" type="checkbox"/> Attachment A – SOW <input type="checkbox"/> Attachment – Budget (optional) <input checked="" type="checkbox"/> Attachment – Supplemental & Special Conditions <input checked="" type="checkbox"/> Subrecipient/Contractor Determination Form <input type="checkbox"/> Open Enrollment Response (if applicable) <input type="checkbox"/> Other Attachments (if applicable):	Applicable Attachments for HHS Templates: <input checked="" type="checkbox"/> to be added by PCS before routing <input type="checkbox"/> DUA (<input type="checkbox"/> LHD <input type="checkbox"/> LMHA <input type="checkbox"/> Gov <input type="checkbox"/> Private <input type="checkbox"/> UT <input type="checkbox"/> A&M) <input checked="" type="checkbox"/> UTCs v. 2.12 (<input type="checkbox"/> Grantee <input type="checkbox"/> Vendor <input type="checkbox"/> 791-IAC <input checked="" type="checkbox"/> 771-Interlocal) <input type="checkbox"/> FFATA <input type="checkbox"/> Federal Assurances and Certifications <input type="checkbox"/> General Affirmations <input type="checkbox"/> Other Attachments (if applicable):
Vendor Performance Tracking System (VPTS) : <input type="checkbox"/> VPTS results are favorable <input type="checkbox"/> VPTS results are unfavorable and documentation is attached for legal review	OCC Review: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Approved (with edits) <input type="checkbox"/> Not Approved <i>(see requested revisions below)</i> OCC Requested Revisions:
<i>This section to be completed by Requestor for the benefit of DocuSign routing and is not subject to legal review.</i>	
Contractor Administrative Contact Email	Contractor Signature Authority Contact
Name: Christopher Olivas	Name: Oscar Leaser
Email Address: olivascr@elpasotexas.gov	Email Address: Oscar.leaser@elpasotexas.gov

Please attach this in your email to OCC versus embedding so it can be added to the supporting documents in DocuSign by PCS.



**Texas Health and Human Services Commission
Contractor or Subrecipient Determination**

Determination is for: Individual Contract Multiple Contracts

Program/Service Name (multiple contracts) or the name of the organization, program/service or contract subject (individual contract):
Texas Tech University;City of Houston; City of El Paso; City of San Antonio; Northeast Texas Public Health District; Tarrant County

Agency Representative (name and title) Completing Form: Frank Rivera, Contract Manager	Assigned Division: Regulatory Services - MandD
---	---

Description of goods, services, or deliverables:
To provide laboratory analysis of milk samples submitted by DSHS

Determination Guidance:

1. This form is used as a tool for determining the contractor/subrecipient/recipient relationship.
2. The substance of the relationship is more important than the characteristics.
3. This form is used for both federal and state determinations when payment is from federal, state or both funding sources.
4. Will the entity receive funding that is: solely state solely federal or both?

Contractor Characteristics	Yes	No
1. Normally operates in a competitive environment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Provides similar goods and services to many different purchasers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Provides goods and services that are ancillary to the operation of the program.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Provides goods and services within normal business operations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is not subject to federal or state program compliance requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Subrecipient or Recipient Characteristics	Yes	No
1. Determines who is eligible to receive program assistance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Has responsibility for programmatic decision-making.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Federal or state funds are used to carry out the program for public purpose.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Performance is measured against federal or state program objectives.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Is responsible for adhering to federal or state program compliance requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Determination

1. If the entity receives both federal and state funds, and has characteristics of a subrecipient or recipient, check the subrecipient box.
2. If the entity receives solely state funds, and has characteristics of a subrecipient or recipient, check the recipient box.
3. If the characteristics indicate a contractor relationship, check the contractor box. The funding type is not applicable.

Based on the above characteristics, this determination is:

Contractor **Subrecipient** **Recipient**

Comments: The attached documents were reviewed to assess the relationship of DSHS with this grantee. It has been evaluated as reflecting a contractor status . Reasons include: Contractor will provide lab analysis of milk samples provided by DSHS to the contractor for testing; Samples that result in violation of established limits will be reported to DSHS staff immediately; Contractor will analyze the samples according to specified standards and provide written final results within 24 hours or the close of the next business day; No programmatic decision making will be provided, and no assistance is provided to an eligible population.

Final Determination Completed by COS Director or designee (signed electronically) Marco Noyola <small>Digitally signed by Marco Noyola DN: cn=Marco Noyola, o=DSHS, ou=COS, email=marco.noyola@dshs.state.tx.us, c=US Date: 2017.02.16 15:08:39 -0600</small>	Date: January 10, 2017
--	----------------------------------



Determining Characteristics of the Contractor, Subrecipient, or Recipient

It is the policy of the HHS Enterprise HHS that the determination of the contractor, subrecipient, or recipient must be made during the procurement planning phase or when federal or state guidelines change.

Determining Characteristics: The guidance provided by the Uniform Grant Guidance (UGG) and Uniform Grant Management Standards (UGMS) identifies characteristics that are indicators of contractor and subrecipient relationships. Accordingly, neither UGG nor UGMS intend the characteristics to be used as a checklist, recognizing other factors may impact the determination. Each relationship must be determined as to whether its characteristics are more indicative of a contractor or subrecipient. The following examples further describe each characteristic.

Contractor

1. Operates in a competitive environment. For example:
 - o Entity competes with other organizations to provide a similar good or service
2. Provides similar goods or services to many different entities. For example:
 - o Entity provides similar goods or services to a number of entities in addition to the awarding entity
 - o Services provided are of a repetitive nature
 - o Goods provided are commonly available
3. Provides goods and services that are ancillary to the operation of the program. For example:
 - o Organization aids or supports the program in a subsidiary capacity
 - o Organization provides a good or service (in a manner that does not create a subrecipient relationship) which enables the awarding entity to carry out a program
 - o Organization provides a particular good or service that enables the awarding entity to operate, e.g. office supplies, janitorial services, equipment, staff development, printing, travel, etc.
4. Provides the goods and services within normal business operations. For example:
 - o Organization exists for the purpose of providing a particular goods or services
 - o Organization receives little, if any, instruction from the awarding entity as to how the organization goes about producing the goods or services
 - o Organization generally receives payment after delivery of a particular good or service
 - o Organization invoices awarding entity in the organization's normal way and is not required to submit a comprehensive closeout package at the end of the agreement
 - o Organization assumes the risk if cost of performance increases or requires more time than expected
 - o Organization has its performance measured against whether it meets specific contract deliverables, rather than a program's performance outcomes
5. Is not subject to compliance requirements of the program. For example:
 - o Entity is not responsible for compliance with applicable program statutes, regulations, rules, policies or guidance
 - o Awarding agency does not provide the entity with technical assistance or training with regard to program requirements
 - o Awarding agency does not monitor the entity for compliance with program requirements

Subrecipient or Recipient

1. Determines who is eligible to receive what financial assistance. For example:
 - o Entity determines whether a potential customer meets a program's eligibility requirements for assistance under that program
2. Has responsibility for programmatic decision making. For example:
 - o Entity has latitude to make decisions within terms of agreement
 - o Entity makes policy decisions governing how it carries out a program
 - o Entity makes operational decisions governing how it carries out a program
 - o Entity makes decisions regarding the appropriate assistance for a particular customer
3. Uses the funds to carry out a program of the entity as compared to providing goods or services for a program of the awarding agency. For example:
 - o Entity performs all or a portion of the scope of work or objectives of the award received by the awarding agency
 - o Entity's role requires more than dealing, distributing or selling goods or services that support a program
 - o Awarding agency identifies the entity's programmatic involvement as a separate scope of work and budget that must be approved by the awarding agency
4. Has its performance measured against whether it meets the objectives of the program? For example:
 - o Awarding agency holds the entity responsible for meeting performance tied to program objectives
 - o Awarding agency holds the entity responsible for meeting expenditure targets to maximize the use of program funding
 - o Awarding agency requires entity to submit regular progress reports and/or explanations of variance relating to program objectives and/or fund maximization
 - o Awarding agency may sanction the entity if program objectives are not met
 - o Entity must submit a comprehensive closeout package at the end of the agreement
5. Has responsibility for adherence to applicable program requirements. For example:
 - o Awarding agency holds the entity responsible for compliance with applicable program statutes, regulations, rules, policies (including local policies) and guidance
 - o Entity receives technical assistance or training from the awarding agency relating to program requirements
 - o Awarding agency monitors the entity for compliance with applicable program requirements

USER NAME	PASSWORD	
<input type="text"/>	<input type="password"/>	<input type="button" value="LOG IN"/>
Forgot Username?	Forgot Password?	

[Create an Account](#)

SAM.gov will be down for scheduled maintenance Friday, 02/24/2017, from 8 PM until Midnight (EST). In addition, the SAM web services and the SAM API, including the SAM Status Tracker, will be unavailable from 8 PM on Friday, 02/24/2017 until Noon on Saturday, 02/25/2017 (EST).

Search Results

Current Search Terms: city* of el paso*

Your search for "city* of el paso*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Glossary

Entity	EL PASO DE ROBLES, CITY OF	Status: Active	<input type="button" value="View Details"/>
DUNS:	005242438	CAGE Code:	567F2
Has Active Exclusion?:	No	DoDAAC:	
Expiration Date:	01/16/2018	Delinquent Federal Debt?:	No
Purpose of Registration: Federal Assistance Awards Only			
Entity	Housing Authority of The City of El Paso	Status: Active	<input type="button" value="View Details"/>
DUNS:	059721324	CAGE Code:	3SDV0
Has Active Exclusion?:	No	DoDAAC:	
Expiration Date:	08/16/2017	Delinquent Federal Debt?:	No
Purpose of Registration: Federal Assistance Awards Only			
Entity	El Paso, City Of	Status: Active	<input type="button" value="View Details"/>
DUNS:	058873019	CAGE Code:	3XVY1
Has Active Exclusion?:	No	DoDAAC:	
Expiration Date:	08/11/2017	Delinquent Federal Debt?:	No
Purpose of Registration: All Awards			

Search Results

- Entity
- Exclusion
- Search Filters
- By Record Status
- By Record Type

SAM | System for Award Management 1.0

IBM v1.P.60.20161222-1237

WWW4

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



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Home

Please note: We have upgraded our public website. If you have problems searching the Exclusions database, we suggest using the most current version of Internet Explorer, Google Chrome, or Firefox. If you are using an earlier version of Internet Explorer (for example IE 8) please turn off Compatibility Mode for All Websites

Search	Download Exclusions File	Reinstatement	About / Contact
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FOLLOW US ON TWITTER

Search up to 5 names -OR- by Company Name

You may enter incomplete information into any search criteria (i.e. if you enter "fr" the system will return "frank", "francis", "franklin", etc, etc).

(Do not enter these special characters as search criteria ("~",))

This database reflects all providers currently excluded from the Texas Medicaid program.

If you need to determine if a provider has ever been excluded from the Texas Medicaid program, you will need to access the online "downloadable exclusions file".


Last Name	First Name	M.I. -OR- Company Name
<input type="text"/>	<input type="text"/>	<input type="text" value="City of El Paso"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

No search result(s) found.

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
1562456928900	Smith Housewares and Restaurant Supplies 500 Erie Blvd. Syracuse, NY 13202	November 12, 2014	5 Years
1743261315000	Walker's Electric Company 1520 Park St Beaumont TX 77701 Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years
1272447273800	Walker Electric Company, LLC 1520 Park St. Beaumont TX 77701-5527 Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years

Download Debarred Vendor List [comptroller.texas.gov/purchasing/docs/debarred-vendor-list.pdf].


Federal Exclusion

Agencies and co-op members may wish to check the list of vendors excluded from doing business on the federal level. The System for Award Management, or SAM , can be used as a resource for purchasing entities.


According to Statewide Procurement Division rules, other debarment activities from other entities may be considered as possible indicators of vendor responsibility.

 Texas Comptroller of Public Accounts Glenn Hegar	<input type="text"/>
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- CMBL/HUB Directory Search Tips**
 - Register For CMBL - HUB**
 - HUB Mentor Protege Agreement Listing**
 - System for Award Management (EPLS)**
 - Debarred Vendors List**
 - Vendor Performance Report Search**

 Sorry, No vendors found for the search condition entered.

Centralized Master Bidders List - HUB Directory Search

 [Read More...](#)

SEARCH FOR


- CMBL Only
- HUBs Only
- HUBs On CMBL
- All Vendors

▼ SINGLE VENDOR SEARCH

Vendor ID

Vendor Number

Vendor Name

contains 
City of El Paso

Include Inactive Vendors

Note: If this box is checked, you must enter either a Vendor ID, Vendor Number or Vendor Name.

▼ MULTIPLE VENDOR SEARCH

	NIGP Class Code	Items	Highway District (s)
Selection1	<input type="text"/>	<input type="text"/>	<input type="text"/>
Selection2	<input type="text"/>	<input type="text"/>	<input type="text"/>
Selection3	<input type="text"/>	<input type="text"/>	<input type="text"/>

▼ BUSINESS CATEGORY / VENDOR LOCATION SEARCH


Business Category

Select 


County Location

Select 

City Location

begins with 

Zip Code Location

exact 

Highway District(s) Location

▼SELECT FIELDS FOR OUTPUT

- Vendor ID
- Company Name
- Contact Person
- Mailing Address
- City
- State
- Zip
- Country
- Email
- Phone
- HUB Eligibility
- HUB Gender
- Small Business

Click here to search ▼

▼OUTPUT OPTIONS

Output as

Detail List (max 1000 vendors) ▼

Sort by

Vendor Name ▼

Certificate Of Completion

Envelope Id: AC0649F6577D45398C9334DC6529C1F6	Status: Completed
Subject: \$34,750.00; No.537-18-0159-00001; City of El Paso; MAND D	
Source Envelope:	
Document Pages: 31	Signatures: 2
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 3	
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Josalyn Wilson
Time Zone: (UTC-06:00) Central Time (US & Canada)	1860 Michael Faraday Dr
	Reston, VA 20190
	josalyn.wilson@hhsc.state.tx.us
	IP Address: 167.137.1.15

Record Tracking

Status: Original 2/27/2017 9:03 AM	Holder: Josalyn Wilson josalyn.wilson@hhsc.state.tx.us	Location: DocuSign
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Signer Events

Clark Miller
Clark.Miller@hhsc.state.tx.us
Texas Health and Human Services Commission
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Signature

Completed

Using IP Address: 167.137.1.17

Timestamp

Sent: 2/27/2017 | 9:17 AM
Viewed: 2/27/2017 | 9:19 AM
Signed: 2/27/2017 | 9:58 AM

Patty Melchior
Patty.Melchior@dshs.state.tx.us
Resource Director
Department State Health Services
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Completed

Using IP Address: 160.42.85.9

Sent: 2/27/2017 | 9:58 AM
Viewed: 2/27/2017 | 11:45 AM
Signed: 2/27/2017 | 11:46 AM

Mayor Oscar Leuser
MayorLeuser@elpasotexas.gov
Security Level: Email, Account Authentication (None)

DocuSigned by:
Mayor Oscar Leuser
2F2BD597469F4C0...

Using IP Address: 209.194.208.116

Sent: 2/27/2017 | 3:56 PM
Viewed: 3/20/2017 | 8:10 AM
Signed: 5/2/2017 | 10:12 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Jonathan R. Huss
jon.huss@dshs.state.tx.us
Interim Associate Commissioner
Texas Health and Human Services Commission
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

DocuSigned by:
Jonathan R. Huss
8216266A189345B...

Using IP Address: 160.42.85.9

Sent: 5/2/2017 | 10:12 AM
Viewed: 5/9/2017 | 12:08 PM
Signed: 5/9/2017 | 12:09 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Frank Rivera frank.rivera@dshs.state.tx.us Contract Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 2/27/2017 9:17 AM Viewed: 2/27/2017 9:18 AM
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Justin Davis justin.davis@dshs.state.tx.us Department of State Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 2/27/2017 9:17 AM
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Amy Greene amy.greene@hhsc.state.tx.us Contract Specialist V Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 2/27/2017 9:17 AM Viewed: 3/10/2017 1:17 PM
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Susana Garcia susana.garcia@dshs.state.tx.us Unit Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 2/27/2017 9:58 AM
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Christopher Olivas olivascr@elpasotexas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 2/27/2017 11:46 AM Viewed: 2/27/2017 12:26 PM
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DSHS CMU Inbox CMUContracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 5/9/2017 12:09 PM Viewed: 5/10/2017 7:38 AM
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Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/9/2017 12:09 PM
Certified Delivered	Security Checked	5/9/2017 12:09 PM
Signing Complete	Security Checked	5/9/2017 12:09 PM
Completed	Security Checked	5/9/2017 12:09 PM

Payment Events	Status	Timestamps
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**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0159-00001
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS") and **CITY OF EL PASO** ("Local Government") who are collectively referred to herein as the "Parties," to that certain Contract effective September 1, 2017 and denominated HHSC Contract No. 537-18-0159-00001 ("Contract"), now desire to further amend the Contract.

WHEREAS, the Parties desire to revise the **Attachment A, Statement of Work**; and

WHEREAS, the Parties desire to correct the legal notices in **Section VI** of the Contract.

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

1. **ATTACHMENT A, STATEMENT OF WORK**, is hereby deleted in its entirety and replaced with **ATTACHMENT A-1, FY 19 STATEMENT OF WORK**, attached;
2. **SECTION VI, LEGAL NOTICES**, is amended to replace the System Agency information in its entirety with the following:

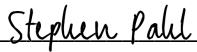
Department of State Health Services
Attention: General Counsel
1100 W. 49th Street, MC 1911
Austin, TX 78756

3. This amendment No 1, notwithstanding the dates of the signatures below, the effective date of the amendment is September 1, 2018 (Effective Date). Furthermore, the Parties expressly agree that any actions taken between the date of the last signature below and the Effective Date are hereby expressly ratified.
4. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, shall remain in full force and effect.
5. Any further revisions to the Contract shall be by written agreement of the Parties

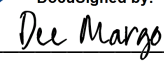
SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 1
HHSC CONTRACT NO. 537-18-0159-00001

DEPARTMENT OF STATE HEALTH SERVICES CITY OF EL PASO

DocuSigned by:

68EB6E10899F49B...

Stephen Pahl
Associate Commissioner

DocuSigned by:

2F7D8A285CCE441...

By: Dee Margo
Title: Mayor

Date of Execution: February 12, 2019

Date of Execution: February 12, 2019

ARTICLE 1. THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A-1, FY19 STATEMENT OF WORK

ATTACHMENT A-1 FY 19 STATEMENT OF WORK

I. PERFORMING AGENCY RESPONSIBILITIES

Performing Agency will:

- A. Provide accurate laboratory analyses of milk samples submitted by the Department of State Health Services (DSHS) and submit the results back to DSHS.
- B. Analyses of these samples will meet laboratory proficiency standards as set by the National Conference of Interstate Milk Shipments and the current U.S. Public Health Service Grade "A" Pasteurized Milk Ordinance.
- C. Comply with Chapter 435 of the Texas Health and Safety Code Chapter 435 on Dairy Products.
- D. Comply with Chapter 440 of the Texas Health and Safety Code on Frozen Dessert Manufacturer Licensing Act.
- E. Comply with Chapter 217 of the title 25 Texas Administrative Code on Milk and Dairy.
- F. Immediately notify DSHS staff when a sample is in violation of the set limits.
- G. Perform the tests requested by DSHS for each sample submitted and mail, fax or email final results within 24 hours or the close of the next business day.

Department of State Health Services
Environmental and Consumer Safety
Section Policy/Standards/QA Section,
Milk Unit
PO Box 149347, MC 1987
Austin, Texas 78714-9347
Fax: (512) 834-6756

II. PERFORMANCE MEASURES

The System Agency will monitor the Performing Agency's performance of the requirements in Attachment A-1 and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

- A. Performing Agency will request monthly payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.SystemAgency.state.tx.us/grants/forms/b13form.doc>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us and CMSinvoices@dshs.texas.gov

ATTACHMENT A-1
FY 19 STATEMENT OF WORK

- B. Contractor will be paid on a Fee-for-Service/Unit Rate basis and in accordance with Attachment A-1, STATEMENT OF WORK.
- C. Laboratory analyses will be performed at a rate per test not to exceed the following schedule:

Analysis	Test or Method	Max. Price
Standard Plate Count	SPC/PCA	\$14.06
Direct Microscopic Somatic Cell Count	DMSCC	\$18.75
Electronic Somatic Cell Count	ESCC	\$18.75
Added Water	Cryoscope	\$4.68
Antibiotics Inhibitor (Disk Assay)	Disc/Inhibitor (Delvo)	\$10.53
Antibiotics Confirmation Rapid Test	Charm I, II, SNAP, etc.	\$56.25
Aflatoxin	Aflatoxin	\$56.25
Phosphatase	Fluorophos	\$17.56
Coliform	Coli	\$12.88
Water Supply	Water	\$35.15
Cooling Water	Glycol-Sweet Water	\$35.15



Routing Request

PCS.515

Section 1: Request Information

Contract No.: New Amendment No.: Emergency
 (See Tex. Gov. Code Ch. 418; §2155.137 and TAC §20.41)

Work Order No.: New Amendment No.:

Contractor Legal Business Name:

Total Contract Value (including renewals): Requesting Agency/Program:

Contract Manager Name: Buyer Name:

Contract Manager E-mail: Buyer E-mail:

Contract Manager Phone: Buyer Phone:

Section 2: CAPPS Approvals - The individuals listed shall be program specific contract approvers as designated by the program area.

Approver Title	Approver Name	Approver E-mail Address	See attached proof of approval
1. Section Director	Patty Melchior	patty.melchior@dshs.texas.gov	<input type="checkbox"/>
2. Associate Commissioner	Stephen Pahl	stephen.pahl@dshs.texas.gov	<input type="checkbox"/>
3. Legal	Kara Salmanson	kara.salmanson@hhsc.state.tx.us	<input type="checkbox"/>
4.			<input type="checkbox"/>
5.			<input type="checkbox"/>
6.			<input type="checkbox"/>
7.			<input type="checkbox"/>
8.			<input type="checkbox"/>
9.			<input type="checkbox"/>
10.			<input type="checkbox"/>
11.			<input type="checkbox"/>
12.			<input type="checkbox"/>
13.			<input type="checkbox"/>
14.			<input type="checkbox"/>
15. Deputy Executive Commissioner (\$1M and over only)			<input type="checkbox"/>



Routing Request

PCS.515

Section 3: DocuSign Signatories

Signatory	Name	E-mail Address
Contractor Signature Authority	Dee Margo, Mayor	MargoDR@elpasotexas.gov
Additional Contractor Signature Authority*		
Contractor Signature cc	Darlene Tarango	TarangoDM@elpasotexas.gov
HHS Budget (\$1M and over only)	Greta Rymal	greta.rymal@hhsc.state.tx.us
Legal Director (\$1M and over only)	Andy Marker	edward.marker@hhsc.state.tx.us
Office of Chief Counsel (\$1M and over only)	Karen Ray	karen.ray@hhsc.state.tx.us
HHS Signature Authority	Stephen Pahl	stephen.pahl@dshs.texas.gov
HHS Signature Authority cc		
General Inbox cc	CMU Mailbox	CMUContracts@dshs.texas.gov

Instructions

PURPOSE

To direct HHS contracts, work orders, amendments, renewals, and extensions through routing for the contract document's final approval and execution process.

WHEN TO PREPARE THIS FORM

The routing request form shall be completed for any document requiring CAPPs FIN 9.2 approval routing and for all DocuSign signature routing. Requestor shall adhere to any HHS Circular-46 requirements as well as consult with program to complete the form prior to submission to Procurement and Contracting Services Quality Assurance ("PCS QA"). The information provided on the routing request form will be used by PCS QA to create the document routing approval path in CAPPs FIN 9.2 as well as create the DocuSign path for contractor signatory and HHS signatory execution.

PROCEDURES

Section 1: To be completed by Buyer and Program. This section shall contain the necessary contract information.
 Section 2: To be completed by the Program area. This section shall contain all required program specific approvers. These individuals will be inserted into the CAPPs approval process. For contracts valued at \$1M and over, the program Deputy Executive Commissioner is required.
 Section 3: To be completed by the Program area. This section shall contain all required contract signatory information. These individuals will be inserted into the DocuSign routing path. For contracts valued at \$1M and over, Deputy Executive Commissioner of Financial Services, Legal Director, and Chief Counsel are required.

****There are certain aspects of this form that do not apply to DFPS.****

* If adding second contractor signature authority, please provide instructions on which documents need to be completed by this individual.

Document Approval Status

SetID HHSTX	Contract ID 537-18-0159-00001
Supplier CITY OF EL PASO	

[Review/Edit Approvers](#)

Procurement QA Approval

:Approved [View/Hide Comments](#)

Procurement QA Group

Approved ✓ Mcfadden,Megan M Procurement QA for DocumentAWE 02/06/19 - 2:53 PM	→	Approved ✓ Melchior,Patricia A Inserted Approver 02/07/19 - 10:56 AM	→	Approved ✓ Pahl,Stephen Anthony Inserted Approver 02/08/19 - 8:31 AM
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[Comment History](#)

Legal Approval

:Approved [View/Hide Comments](#)

Legal Approval

Skipped No approvers found HHSC Doc AWE Cntrct Doc Legal	→	Approved ✓ Salmanson,Kara Inserted Approver 02/11/19 - 4:06 PM	→	Approved ✓ Mcfadden,Megan M Error Step 02/11/19 - 4:18 PM
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[Comment History](#)

[Return to Document Management](#)



REQUEST DOCUMENT

CAPPS Contract Change Request

Requestor	00000097961 - Medina,Elma
Requisition ID	0000062566
Document ID	ADH0000000000000000062088
Document Owner	00000097961 - Medina,Elma

Contract change request header

Agency lead contact for contract changes	00000097961 - Medina,Elma
Desired amendment effective date	September 01, 2018
Amendment contract number	537-18-0159-00001
Request amendment description	To provide laboratory analysis of milk samples submitted by DSHS. Contractor name: City of El Paso (located in El Paso, TX). Contract # 537-18-0159-00001, Contract Term: 9/1/2017 thru 8/31/2019, PO #0000031233, Contract amount: \$69,500. Purpose of Requisition: This requisition is to amend the Statement of Work, Fee-for-Service/Unit Rate Schedule. No additional funds are being added to the contract amount. Note to Purchaser: Please source requisition to the existing PO#0000031233.

Contract change request details

Does the amount change	No
New requested changed amount	\$ 0.000

Does the date change	No
New request contract end date	

Does the scope change	Yes
New change in scope	This amendment in Attachment A-1 is being revised to reflect a new fee schedule: Analysis Test or Method Max. Price: Standard Plate Count SPC/PCA \$14.06, Direct Microscopic Somatic Cell Count DMSCC \$18.75, Electronic Somatic Cell Count ESCC \$18.75, Added Water Cryoscope \$4.68, Antibiotics Inhibitor (Disk Assay) Disc/Inhibitor (Delvo)\$10.53, Antibiotics Confirmation Rapid Test Charm I, II, SNAP, etc. \$56.25, Aflatoxin Aflatoxin \$56.25, Phosphatase Fluorophos \$17.56, Coliform Coli \$12.88, Water Supply Water \$35.15, Cooling Water Glycol-Sweet Water \$35.15,

Supplemental information and comments

** See Line Comments for contract related supporting documentation**

To provide laboratory analysis of milk samples submitted by DSHS. Contractor name: City of El Paso (located in El Paso, TX).

Contract # 537-18-0159-00001



REQUEST DOCUMENT

CAPPS Contract Change Request

Purpose of Requisition: This requisition is to amend the Statement of Work, Fee-for-Service/Unit Rate Schedule. No additional funds are being added to the contract amount. Note to Purchaser: Please source requisition to the existing PO#0000031233.

Vendor/Subrecipient Determination: Contractor

PO Number 0000031233

Budget Account Category: 2000

Vendor (Supplier) Name: City of El Paso

Vendor/TIN (Supplier ID): 1746000749

Vendor (Supplier) Mail Code: 000

Contract Term: 9/1/2017 thru 8/31/2019

Contract amount: \$69,500

Contract Manager Name/Phone: Elma Medina/ 512-776-2181

Contract Manager Email: elma.medina@dshs.texas.gov

DSHS Program ID (SCOR Other Subject): MandD

SCOR Division: Consumer Protection

Request Information:

Name: Elma Medina

Phone Number: 512-776-2181

Email Address: elma.medina@dshs.texas.gov

Certificate Of Completion

Envelope Id: 580792FDFB5843D3ABACBAD886F5FCE4	Status: Completed
Subject: Amending \$69,500; 537-18-0159-00001; City of El Paso A-1; DSHS- MandD	
Source Envelope:	
Document Pages: 10	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1100 W. 49th St.
	Austin, TX 78756
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 167.137.1.14

Record Tracking

Status: Original 2/12/2019 11:06:27 AM	Holder: Texas Health and Human Services Commission PCS_DocuSign@hhsc.state.tx.us	Location: DocuSign
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Signer Events

Dee Margo
Margodr@elpasotexas.gov
Mayor
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

2F7D8A285CCE441...
Signature Adoption: Pre-selected Style
Using IP Address: 209.194.208.116

Timestamp

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Viewed: 2/12/2019 3:33:30 PM
Signed: 2/12/2019 3:34:58 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Stephen Pahl
Stephen.pahl@dshs.texas.gov
Security Level: Email, Account Authentication (None)

DocuSigned by:

68EB6E10899F49B...
Signature Adoption: Pre-selected Style
Using IP Address: 160.42.85.12

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Viewed: 2/12/2019 7:54:34 PM
Signed: 2/12/2019 7:56:03 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	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Librada Banda
Librada.Banda@hhsc.state.tx.us
Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/12/2019 11:13:59 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
<p>Elma Medina elma.medina@dshs.texas.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 2/12/2019 11:13:59 AM Viewed: 2/12/2019 11:14:51 AM</p>
<p>CMU Mailbox cmucontracts@dshs.texas.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 2/12/2019 11:13:59 AM</p>
<p>Darlene Tarango TarangoDM@elpasotexas.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 2/12/2019 11:14:00 AM Viewed: 2/12/2019 11:19:31 AM</p>

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	2/12/2019 7:54:34 PM
Signing Complete	Security Checked	2/12/2019 7:56:03 PM
Completed	Security Checked	2/12/2019 7:56:03 PM

Payment Events	Status	Timestamps
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**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0159-00001
AMENDMENT NO. 2**

The **DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS" or "System Agency") and **CITY OF EL PASO** ("Local Government") who are collectively referred to herein as the "Parties," to that certain Contract effective September 1, 2017 and denominated HHSC Contract No. 537-18-0159-00001 ("Contract"), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to revise the **ATTACHMENT A-1, FY19 STATEMENT OF WORK**; and

WHEREAS, the Parties desire to revise the contract end date to allow for successful completion of the project; and

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

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

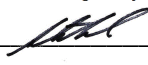
1. **ATTACHMENT A-1, FY19 STATEMENT OF WORK**, is hereby deleted in its entirety and replaced with **ATTACHMENT A-2, FY20 STATEMENT OF WORK**, attached;
2. **SECTION III** of the Contract, **DURATION**, is hereby revised to extend the end of the Contract term to August 31, 2020.
3. **SECTION V** of the Contract, **CONTRACT AMOUNT AND PAYMENT FOR SERVICES**, is hereby amended to add **THIRTY FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$34,750.00)**, increasing the total compensation that the Contract will not exceed to **ONE HUNDRED FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS (\$104,250.00)**.
4. This Amendment No. 2 shall be effective as of September 1, 2019.
5. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
6. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 2
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0159-00001**

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF EL PASO

DocuSigned by:

68EB6E10899F49B...
Stephen Pahl

Associate Commissioner

DocuSigned by:

2F7D8A285CCE441...
By: Dee Margo
Name: Dee Margo

Title: Mayor

Date of Execution: June 23, 2019

Date of Execution: June 20, 2019

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A-2, FY20 STATEMENT OF WORK

ATTACHMENT A-2 FY20 STATEMENT OF WORK

I. LOCAL GOVERNMENT RESPONSIBILITIES

Local Government will:

- A. Provide accurate laboratory analyses of milk samples submitted by the Department of State Health Services (DSHS) and submit the results back to DSHS.
 - B. Analyses of these samples will meet laboratory proficiency standards as set by the National Conference of Interstate Milk Shipments and the current U.S. Public Health Service Grade "A" Pasteurized Milk Ordinance.
 - C. Comply with Chapter 435 of the Texas Health and Safety Code Chapter 435 on Dairy Products.
 - D. Comply with Chapter 440 of the Texas Health and Safety Code on Frozen Dessert Manufacturer Licensing Act.
 - E. Comply with Chapter 217 of the title 25 Texas Administrative Code on Milk and Dairy.
 - F. Immediately notify DSHS staff when a sample is in violation of the set limits.
 - G. Perform the tests requested by DSHS for each sample submitted and mail, fax or email final results within 24 hours or the close of the next business day.
- Department of State Health Services
Environmental and Consumer Safety
Section Policy/Standards/QA Section,
Milk Unit
PO Box 149347, MC 1987
Austin, Texas 78714-9347
Fax: (512) 834-6756

II. PERFORMANCE MEASURES

The System Agency will monitor the Performing Agency's performance of the requirements in Attachment A-2 and compliance with the Contract's terms and conditions.

INVOICE AND PAYMENT

- A. Performing Agency will request monthly payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.System Agency.state.tx.us/grants/forms/b13form.doc>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us and CMSinvoices@dshs.texas.gov

ATTACHMENT A-2
FY20 STATEMENT OF WORK

- B. Contractor will be paid on a Fee-for-Service/Unit Rate basis and in accordance with Attachment A-2, FY20 STATEMENT OF WORK.
- C. Laboratory analyses will be performed at a rate per test not to exceed the following schedule:

Analysis	Test or Method	Max. Price
Standard Plate Count	SPC/PCA	\$14.06
Direct Microscopic Somatic Cell Count	DMSCC	\$18.75
Electronic Somatic Cell Count	ESCC	\$18.75
Added Water	Cryoscope	\$4.68
Antibiotics Inhibitor (Disk Assay)	Disc/Inhibitor (Delvo)	\$10.53
Antibiotics Confirmation Rapid Test	Charm I, II, SNAP, etc.	\$56.25
Aflatoxin	Aflatoxin	\$56.25
Phosphatase	Fluorophos	\$17.56
Coliform	Coli	\$12.88
Water Supply	Water	\$35.15
Cooling Water	Glycol-Sweet Water	\$35.15



Routing Request

PCS.515

Section 1: Request Information

Contract No.: New Amendment No.: Emergency
(See Tex. Gov. Code Ch. 418; §2155.137 and TAC §20.41)

Work Order No.: New Amendment No.:

Contractor Legal Business Name:

Total Contract Value (including renewals): Requesting Agency/Program:

Contract Manager Name: Buyer Name:

Contract Manager E-mail: Buyer E-mail:

Contract Manager Phone: Buyer Phone:

Section 2: CAPPS Approvals - The individuals listed shall be program specific contract approvers as designated by the program area.

Approver Title	Approver Name	Approver E-mail Address	See attached proof of approval
1. Section Director	Patty Melchior	patty.melchior@dshs.texas.gov	<input type="checkbox"/>
2. Associate Commissioner	Stephen Pahl	stephen.pahl@dshs.texas.gov	<input type="checkbox"/>
3. Legal	Kara Salmanson	kara.salmanson@hhsc.state.tx.us	<input type="checkbox"/>
4. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
5. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
6. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
7. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
8. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
9. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
10. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
11. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
12. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
13. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
14. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
15. Deputy Executive Commissioner (\$1M and over only)	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>



Routing Request

PCS.515

Section 3: DocuSign Signatories

Signatory	Name	E-mail Address
Contractor Signature Authority	Patricia Degman	Degmanpa@elpasotexas.gov
Additional Contractor Signature Authority*		
Contractor Signature cc	Darlene Tarango	TarangoDM@elpasotexas.gov
HHS Budget (\$1M and over only)	Greta Rymal	greta.rymal@hhsc.state.tx.us
Legal Director (\$1M and over only)	Andy Marker	edward.marker@hhsc.state.tx.us
Office of Chief Counsel (\$1M and over only)	Karen Ray	karen.ray@hhsc.state.tx.us
HHS Signature Authority	Stephen Pahl	stephen.pahl@dshs.texas.gov
HHS Signature Authority cc		
General Inbox cc	CMS Mailbox	CMUContracts@dshs.texas.gov

Instructions

PURPOSE

To direct HHS contracts, work orders, amendments, renewals, and extensions through routing for the contract document's final approval and execution process.

WHEN TO PREPARE THIS FORM

The routing request form shall be completed for any document requiring CAPPs FIN 9.2 approval routing and for all DocuSign signature routing. Requestor shall adhere to any HHS Circular-46 requirements as well as consult with program to complete the form prior to submission to Procurement and Contracting Services Quality Assurance ("PCS QA"). The information provided on the routing request form will be used by PCS QA to create the document routing approval path in CAPPs FIN 9.2 as well as create the DocuSign path for contractor signatory and HHS signatory execution.

PROCEDURES

Section 1: To be completed by Buyer and Program. This section shall contain the necessary contract information.

Section 2: To be completed by the Program area. This section shall contain all required program specific approvers. These individuals will be inserted into the CAPPs approval process. For contracts valued at \$1M and over, the program Deputy Executive Commissioner is required.

Section 3: To be completed by the Program area. This section shall contain all required contract signatory information. These individuals will be inserted into the DocuSign routing path. For contracts valued at \$1M and over, Deputy Executive Commissioner of Financial Services, Legal Director, and Chief Counsel are required.

****There are certain aspects of this form that do not apply to DFPS.****

* If adding second contractor signature authority, please provide instructions on which documents need to be completed by this individual.

ORACLE Welcome 00000262908 logged on FSPRD

Document Approval Status

SetID HHSTX
Supplier CITY OF EL PASO

Contract ID 537-18-0159-00001

▾ Review/Edit Approvers

Procurement QA Approval

▾ **:Approved** [View/Hide Comments](#)

Procurement QA Group

Approved Facundo,Rachel Procurement QA for DocumentAWE 04/26/19 - 2:59 PM	→	Approved Melchior,Patricia A Inserted Approver 04/26/19 - 3:17 PM	→	Approved Pahl,Stephen Anthony Inserted Approver 04/30/19 - 1:10 PM
---	---	---	---	--

▶ **Comment History**

Legal Approval

▾ **:Approved** [View/Hide Comments](#)

Legal Approval

Approved Salmanson,Kara HHSC Doc AWE Cntrct Doc Legal 04/30/19 - 3:26 PM
--

▶ **Comment History**

[Return to Document Management](#)

REQUEST DOCUMENT**CAPPS Contract Change Request**

Requestor	00000220767 - Acosta,David
Requisition ID	0000069008
Document ID	ADH0000000000000000068340
Document Owner	00000220767 - Acosta,David

Contract change request header

Agency lead contact for contract changes	00000220767 - Acosta,David
Desired amendment effective date	September 01, 2019
Amendment contract number	537-18-0159-00001
Request amendment description	Contract Description: To provide laboratory analysis of milk samples submitted by DSHS. Contractor Name: City of El Paso (located in El Paso, Texas) Purpose of Amendment: The purpose of amendment is to renew the contract by adding funding for an additional year through August 31, 2020 to continue DSHS Milk and Dairy activities for their service area. This is a \$0.00 requisition using FY19 chartfield to start the CAPPS contract collaboration process with PCS. Once the FY20 organizational budget is loaded, another requisition will be entered to encumber the FY20 funds for the contract. .Contract amount change: Amendment is adding \$34,750.00 to the current contract (\$69,500.00) for a new grand total of \$104,250.00.

Contract change request details

Does the amount change	Yes
New requested changed amount	\$ 104,250.000
Does the date change	Yes
New request contract end date	August 31, 2020
Does the scope change	No
New change in scope	

Supplemental information and comments

See Line Comments for contract related supporting documentation

Contractor shall provide laboratory analysis of milk samples submitted by DSHS.

Vendor (Supplier) Name: City of El Paso

Vendor/TIN (Supplier ID): 1746000749

Vendor (Supplier) Mail Code: 000

Contract ID: 537-18-0159-00001

Current Purchase Order Number: 0000031233

Vendor/Subrecipient Determination: Contractor

REQUEST DOCUMENT



CAPPS Contract Change Request

Contract Term: 09/01/2017 - 08/31/2020

Original Amt \$69,500.00+Amend Amt \$34,750.00=Total Contract Amt \$,104,250.00

Contract Manager Name/Phone: David Acosta / 512-776-6903

Contract Manager Email: david.acosta@dshs.texas.gov

DSHS Program ID (SCOR Other Subject): MandD

SCOR Division: For DCPS: Consumer Protection

REQUESTOR INFORMATION

Name: David Acosta

Phone Number: 512-776-6903

E-mail address: david.acosta@dshs.texas.gov



Requisition

Requisition Number 0000069008

Prepared By: Winzenried,Darlene
 Run Date: 4/18/2019 16:05 PM
 Prompts: Business Unit:53700
 Req Begin Date:

Req ID: 0000069008
 Req End Date:

Requestor:
 Cancelled Req: N

Requisition Date: 03/08/2019 **Purchase Order #:** _____
Origin: UE5 - 537-Stands and QA **GSC Purchase Order:** _____
Business Unit: HHSTX **Date Issued:** _____
Document Status: Approved
Header Description:
Requestor: Acosta,David **Requestor Phone:** _____
Header Comments

REQUISITION DETAIL

Line	Sched	Class / Item or Commodity	Description	Due Date	Qty	UOM	Price	Extended Amount
1	1	948 /	FY19 - DSHS-MandD - City of El Paso - Amendment - Services to provide laboratory analysis of milk samples submitted by DSHS. - Term 9/1/17 - 8/31/19	03/22/2019	1	EA	0	0

Distrib	Acct	Dept ID	Fund	Class	Prog	Project	Amount
1	729900	E50000	0001	61010	786	9Y001GRG ENREV	0

Buyer: 00000262908 **Buyer Phone:**
Vendor: 1746000749 - CITY OF EL PASO **Vendor Item:** FY20 A2 032119
Ship To: **Location:**
 Austin : 1100 W 49th St Austin : 1100 W 49th St
 DEPARTMENT OF STATE HEALTH SERVICES Program Operations: Contract M
 1100 W 49th St
 Austin, TX
 78756

Line Comments

1. Amendment #2 Template
2. FY20 SOW
3. Executed Base Contract
4. Executed Amendment #1
5. PCS 515

Requisition Grand Total: 0.00



Requisition

Requisition Number 0000069008

Prepared By: Winzenried,Darlene

Run Date: 4/18/2019 16:05 PM

Prompts: Business Unit:53700

Req Begin Date:

Req ID: 0000069008

Req End Date:

Requestor:

Cancelled Req: N

00000220767

Approved By	Approver Phone (Area + Number)	Date Approved	Entered In HHSAS By
			03/08/2019

Approved By	Approver Phone (Area + Number)	Date Approved	Date Entered In HHSAS
-------------	--------------------------------	---------------	-----------------------

Certificate Of Completion

Envelope Id: B6DAC5955DFA46CB9F7B7DB30C7FEE7D	Status: Completed
Subject: Amending \$104,250; 537-18-0159-00001; City of El Paso A-2; DSHS-CP-MandD	
Source Envelope:	
Document Pages: 11	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1100 W. 49th St.
	Austin, TX 78756
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 167.137.1.13

Record Tracking

Status: Original	Holder: Texas Health and Human Services	Location: DocuSign
5/1/2019 9:52:41 AM	Commission	
	PCS_DocuSign@hhsc.state.tx.us	

Signer Events

Dee Margo
 Margodr@elpasotexas.gov
 Mayor
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

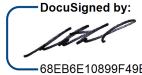
 2F7D8A285CCE441...
 Signature Adoption: Pre-selected Style
 Using IP Address: 209.194.208.116

Timestamp

Sent: 5/1/2019 9:56:38 AM
 Resent: 6/20/2019 12:26:52 PM
 Viewed: 6/20/2019 1:49:01 PM
 Signed: 6/20/2019 1:51:50 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Stephen Pahl
 Stephen.pahl@dshs.texas.gov
 Associate Commissioner
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 68EB6E10899F49B...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 160.42.85.12

Sent: 6/20/2019 1:51:52 PM
 Resent: 6/21/2019 12:59:39 PM
 Viewed: 6/23/2019 5:07:18 PM
 Signed: 6/23/2019 5:08:43 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	Status	Timestamp
Carbon Copy Events	Status	Timestamp

CMS Mailbox
 cmucontracts@dshs.texas.gov
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/1/2019 9:56:38 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
<p>Darlene Winzenried darlene.winzenried@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 5/1/2019 9:56:37 AM
<p>Lucia Kelley Lucia.Kelley@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 5/1/2019 9:56:38 AM Viewed: 5/1/2019 9:57:33 AM
<p>Darlene Tarango TarangoDM@elpasotexas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 5/1/2019 9:56:38 AM Viewed: 5/1/2019 11:20:54 AM
<p>Mary Ann Gallegos GallegosMA@elpasotexas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 6/21/2019 12:59:38 PM Viewed: 6/21/2019 1:12:46 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/21/2019 12:59:39 PM
Certified Delivered	Security Checked	6/23/2019 5:07:19 PM
Signing Complete	Security Checked	6/23/2019 5:08:43 PM
Completed	Security Checked	6/23/2019 5:08:43 PM
Payment Events	Status	Timestamps

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0159-00001
AMENDMENT NO. 3**

The **DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS" or "System Agency") and **CITY OF EL PASO** ("Local Government") who are collectively referred to herein as the "Parties," to that certain Contract effective September 1, 2017 and denominated HHSC Contract No. 537-18-0159-00001 ("Contract"), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to revise the **ATTACHMENT A-2, FY20 STATEMENT OF WORK**; and

WHEREAS, the Parties desire to revise the contract end date to allow for successful completion of the project; and

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

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


1. **ATTACHMENT A-2, FY20 STATEMENT OF WORK**, is hereby deleted in its entirety and replaced with **ATTACHMENT A-3, FY21 STATEMENT OF WORK**, attached;
2. **SECTION III** of the Contract, **DURATION**, is hereby revised to extend the end of the Contract term to August 31, 2021.
3. **SECTION V** of the Contract, **CONTRACT AMOUNT AND PAYMENT FOR SERVICES**, is hereby amended to add **\$34,750.00**, increasing the total compensation that the Contract will not exceed to **\$104,250.00**.
4. This Amendment shall be effective as of September 1, 2020.
5. Except as amended and modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
6. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 3
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0159-00001**

DEPARTMENT OF STATE HEALTH SERVICES

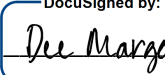
CITY OF EL PASO

DocuSigned by:

68EB6E10899F49B...

Stephen Pahl

Associate Commissioner

Date of Execution: March 23, 2020

DocuSigned by:

2F7D8A285CCE441...

By: Dee Margo
Name: Dee Margo

Title: Mayor

Date of Execution: March 23, 2020

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:

ATTACHMENT A-3, FY21 STATEMENT OF WORK

ATTACHMENT A-3 FY21 STATEMENT OF WORK

I. LOCAL GOVERNMENT RESPONSIBILITIES

Local Government will:

- A. Provide accurate laboratory analyses of milk samples submitted by the Department of State Health Services (DSHS) and submit the results back to DSHS.
- B. Ensure that analyses of these samples meet laboratory proficiency standards as set by the National Conference of Interstate Milk Shipments and the current U.S. Public Health Service Grade "A" Pasteurized Milk Ordinance.
- C. Comply with Chapter 435 of the Texas Health and Safety Code, on Dairy Products.
- D. Comply with Chapter 440 of the Texas Health and Safety Code, on Frozen Dessert Manufacturer Licensing Act.
- E. Comply with Chapter 217 of the Title 25 Texas Administrative Code, on Milk and Dairy.
- F. Immediately notify DSHS staff when a sample is in violation of the set limits.
- G. Perform the tests requested by DSHS for each sample submitted and mail, fax or email final results within 24 hours or the close of the next business day.

Department of State Health Services
Environmental and Consumer Safety Section
Policy/Standards/QA Unit, Milk Group
PO Box 149347, MC 1987
Austin, Texas 78714-9347
Fax: (512) 834-6756

II. PERFORMANCE MEASURES

The System Agency will monitor the Local Government's performance of the requirements in Attachment A-3 and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

- A. Local Government will request monthly payments using the State of Texas Purchase Voucher (Form B-13) at <https://www.dshs.state.tx.us/grants/forms.shtm>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

ATTACHMENT A-3
FY21 STATEMENT OF WORK

- B. Local Government will be paid on a Fee-for-Service/Unit Rate basis and in accordance with Attachment A-3, FY21 Statement of Work.
- C. Laboratory analyses will be performed at a rate per test not to exceed the following schedule:

Analysis	Test or Method	Max. Price
Standard Plate Count	SPC/PCA	\$14.06
Direct Microscopic Somatic Cell Count	DMSCC	\$18.75
Electronic Somatic Cell Count	ESCC	\$18.75
Added Water	Cryoscope	\$4.68
Antibiotics Inhibitor (Disk Assay)	Disc/Inhibitor (Delvo)	\$10.53
Antibiotics Confirmation Rapid Test	Charm I, II, SNAP, etc.	\$56.25
Aflatoxin	Aflatoxin	\$56.25
Phosphatase	Fluorophos	\$17.56
Coliform	Coli	\$12.88
Water Supply	Water	\$35.15
Cooling Water	Glycol-Sweet Water	\$35.15

Form PCS 515

**REVIEW AND CERTIFICATION OF SOLICITATION,
AND ROUTING REQUEST OF PROPOSED CONTRACT**



Section 1: Contract Information

New Contract Number <input type="checkbox"/> 537-18-0159-00001		Amendment Number <input checked="" type="checkbox"/> 3		<input type="checkbox"/> Emergency (See Texas Government Code (TGC) Ch. 418; §2155.137 and Texas Administrative Code (TAC) §20.41)
New Work Order Number <input type="checkbox"/>		Amendment Number <input type="checkbox"/>		
Contractor Legal Business Name: City of El Paso				
Total Contract Value (Including Renewals) 104,250		Requesting Agency/Program DSHS/Consumer Protection (Milk & Dairy)		
Contract Manager Name Ebony White		Contract Manager Email ebony.white@dshs.texas.gov		Contract Manager Phone (512) 776-2225
Purchaser/Buyer Name TBD		Purchaser/Buyer Email TBD		Purchaser/Buyer Phone TBD

Section 2: CAPPS Approvals - The individuals listed shall be program specific contract approvers as designated by the program area.

	Approver Title	Approver Name	Approver E-mail Address	See Attached Proof of Approval
1.	Unit Director	Jonah Wilczynski	jonah.wilczynski@dshs.texas.gov	<input type="checkbox"/>
2.	Section Director	Patty Melchior	patty.melchior@dshs.texas.gov	<input type="checkbox"/>
3.	Associate Commissioner	Stephen Pahl	stephen.pahl@dshs.texas.gov	<input type="checkbox"/>
4.				<input checked="" type="checkbox"/>
5.				<input type="checkbox"/>
6.				<input type="checkbox"/>
7.				<input type="checkbox"/>
8.				<input type="checkbox"/>
9.				<input type="checkbox"/>
10.				<input type="checkbox"/>
11.				<input type="checkbox"/>
12.				<input type="checkbox"/>
13.				<input type="checkbox"/>
14.				<input type="checkbox"/>
15.	Program Deputy Executive Commissioner (\$1M and over only)			<input type="checkbox"/>

REVIEW AND CERTIFICATION OF SOLICITATION, AND ROUTING REQUEST OF PROPOSED CONTRACT



Section 3: Agency, Budget, Legal and PCS Review and Approval

Signatory	Name	E-mail Address
HHS Budget (\$1M and over only)	Trey Wood	Trey.Wood@HHSC.State.TX.US
Legal Director (\$1M and over only)	Andy Marker	Andy.Marker@HHSC.State.TX.US
Office of Chief Counsel (\$1M and over only)	Karen Ray	Karen.Ray@HHSC.State.TX.US
PCS Deputy Associate Commissioner (DAC) (under \$1M only) Appropriate DAC Team		
PCS Associate Commissioner (\$1M and over only)	Chad Riley	Chad.Riley@HHSC.State.TX.US

Section 4: DocuSign Signatories

Signatory	Name	E-mail Address
Contractor Signature Authority	Dee Margo	MargoDR@elpasotexas.gov
Additional Contractor Signature Authority*		
Contractor Signature cc	Darlene Tarango	TarangoDM@elpasotexas.gov
HHS Signature Authority	Stephen Pahl	stephen.pahl@dshs.texas.gov
HHS Signature Authority cc		
General Inbox cc	CMS inbox	cmucontracts@dshs.texas.gov

Instructions**PURPOSE**

To direct HHS contracts, work orders, amendments, renewals, and extensions through approval routing and for review of the solicitation process and proposed contract documents.

WHEN TO PREPARE THIS FORM

This form shall be completed for any document requiring CAPPs FIN 9.2 approval routing and for all DocuSign signature routing. The requestor shall adhere to any HHS Circular-046 requirements in addition to consulting with program to complete the form prior to submission to Procurement and Contracting Services Quality Assurance ("PCS QA"). The information provided on the routing request form will be used by PCS QA to create the document routing approval path in CAPPs FIN 9.2 as well as creating the DocuSign path for contractor signatory and HHS signatory execution.

Signature on the PCS 515 or approval of the PCS 515 in CAPPs by the Procurement Director or designee, certifies that:

- i. HHSC complied with the HHS Contract Management Handbook, the CPA's Texas Procurement and Contract Management Guide;
- ii. the assessment of each vendor response was based on the evaluation criteria published in the solicitation or the written evaluation criteria established by the Agency/Program;
- iii. the final calculation of scoring of responses was accurate; and any vendor scoring change was reviewed and justified.

PROCEDURE**Section 1: To be completed by Buyer/Purchaser and Program.**

This section contains necessary contract information.

Section 2: To be completed by Program .

This section contains all required program specific approvers. These individuals will be inserted into the CAPPs approval process. For contracts valued at \$1M and over, the program Deputy Executive Commissioner is required.

Section 3: To be completed by Agency, Budget, Legal and PCS review and approval.

This section contains all required Agency, Budget, Legal and PCS reviewers and approvers. For contracts valued at \$1M and under the appropriate PCS team Deputy Associate Commissioner (DAC) is required. For contracts valued at \$1M and over, the Deputy Executive Commissioner of Budget, Legal Director, Chief Counsel and Associate Commissioner of PCS are required.

Section 4: To be completed by Program area.

This section shall contain all required contract signatory information. These individuals will be inserted into the DocuSign routing path.

****There are certain aspects of this form that do not apply to DFPS.****

*** If adding second contractor signature authority, please provide instructions on which documents need to be completed by this individual.**

Document Approval Status

SetID HHSTX

Contract ID 537-18-0159-00001

Supplier CITY OF EL PASO

Review/Edit Approvers

Contract Document Approval

:Approved

 View/Hide Comments

Contract Document Approval

Approved
✓ Ge, Quynh-Nhi
Contract Manager/Buyer
03/20/20 - 3:41 PM



Approved
✓ Wilczynski, Jonah Peter
Inserted Approver
03/20/20 - 5:04 PM



Approved
✓ Melchior, Patricia A
Inserted Approver
03/20/20 - 5:07 PM



Approved
✓ Pahl, Stephen Anthony
Inserted Approver
03/20/20 - 5:18 PM

Comment History

Submit for Approval

[Return to Document Management](#)

From: [Parker,Jonathan P. \(HHSC\)](#)
To: [White,Ebony \(DSHS\)](#)
Subject: RE: Group #1 - FY21 Interlocal- Boilerplate Renewals (for Milk & Dairy)- Request for Approval
Date: Thursday, February 27, 2020 11:00:26 AM
Attachments: [FY21 MD 537-18-0165-00001 Tarrant County A-3 \\$1M Cover Letter.2.25.20.docx](#)
[FY21 Amendment 3 Signature Page \(Interlocal Boilerplate\) Tarrant County.2.25.2020.docx](#)
[Interlocal_Statement_of_Work_Attachment_A-3 FY21_2.25.2020.doc](#)
[image002.jpg](#)
[image003.jpg](#)

Ebony,

The review of the submitted templates is complete and the attached versions are approved. Except for requested changes to non-customized fields in the template as noted below, this matter is now closed by System Contracting. When completing the template for execution of related contracts/contract amendments, Program should thoroughly review all contract documents and verify all contract-specific elements for accuracy. In other words, carefully complete and verify all fields left open in the template for customizing the related contracts/amendments (e.g., contract number, amendment number, contractor's legal name, exhibits). If any revisions are made other than to the fields in the template that have been left open for customization, Program must resubmit the template to the assigned System Contracting attorney for review.

As with all contracts/amendments, the review of contracts/amendments completed using the attached template should include, but is not limited to, verifying that the following are accurate, adequate, and complete:

1. legal name of each party;
2. contact information, including telephone number and email address for each contact included in the contract;
3. all numbers, dates, and account numbers;
4. statement of work/deliverables;
5. amounts/budget;
6. name of individual duly authorized to sign for each party;
7. all referenced attachments are attached; and
8. all required contract manager checks and verifications applicable to HHS and your Program.

If any revisions are made other than to the fields in the template that have been left open for customization, Program must resubmit the template to the assigned System Contracting attorney for review.

Please let me know if you have any questions.

Thanks,

Jonathan Parker | Attorney
System Contracting | Legal Services
4900 N Lamar Blvd | Mail Code: 1100
Austin, TX 78751
Office: 512-424-6759 | Cell: 512-569-3325
www.hhs.texas.gov | www.dshs.texas.gov

[cid:image004.jpg@01D558CB.8C0E4B10](#)



This message may contain confidential information. If you received this message in error, please notify me immediately and then delete the message.

From: White,Ebony (DSHS)
Sent: Wednesday, February 26, 2020 3:00 PM
To: Parker,Jonathan P (HHSC) <Jonathan.Parker@hhsc.state.tx.us>
Subject: FW: Group #1 - FY21 Interlocal- Boilerplate Renewals (for Milk & Dairy)- Request for Approval

Johnathan,

RE: FY21 Milk & Dairy Boilerplate Group #1: Interlocal (4 contracts) – Request for Approval – TARRANT COUNTY Amendment 3 Start Date: 9/1/2020

Attached, please find the [Interlocal](#) FY21 Boilerplate for the Milk & Dairy renewals for your review and approval.

Thank you,
Ebony

Ebony White, CTCM
Contract Manager
Texas Department of State Health Services (DSHS)
Address: 1100 W. 49th St. Austin, TX 78756, Tower Building, Mail Code 1990
Email: Ebony.White@dshs.texas.gov
Office Phone: (512) 776-2225
Fax: (512) 776-7391



If you are an entity interested in doing business with the state, please direct your inquiry to the Electronic State Business Daily (ESBD) to search for funding opportunities with HHSC using the following link:
<http://www.txsmartbuy.com/sp>

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From: Whittington,Helen (DSHS)
Sent: Tuesday, February 25, 2020 9:42 AM
To: Kelley,Lucia (DSHS) <Lucia.Kelley@dshs.texas.gov>
Cc: White,Ebony (DSHS) <Ebony.White@dshs.texas.gov>

Subject: FW: Group #1 - FY21 Interlocal- Boilerplate Renewals (for Milk & Dairy)- Request for Approval

This amendment boilerplate has my approval. I removed the highlighting at the bottom of the SOW per phone conversation. Thanks.

Gina Whittington, CTCM

Contract Specialist V
Contract Management Section
Department of State Health Services
T605.3, MC 1990
Phone: 512-776-6083
Helen.Whittington@dshs.texas.gov

From: White,Ebony (DSHS)
Sent: Tuesday, February 25, 2020 8:43 AM
To: Whittington,Helen (DSHS) <Helen.Whittington@dshs.texas.gov>
Subject: RE: Group #1 - FY21 Interlocal- Boilerplate Renewals (for Milk & Dairy)- Request for Approval

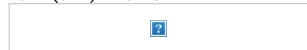
Gina,

I have accepted the track changes, removed the PO number statement on the last page, updated the B-13 hyperlink, and removed the last blank page. Please review and approve.

Thank you,
Ebony

Ebony White, CTCM

Contract Manager
Texas Department of State Health Services (DSHS)
Address: 1100 W. 49th St. Austin, TX 78756, Tower Building, Mail Code 1990
Email: Ebony.White@dshs.texas.gov
Office Phone: (512) 776-2225
Fax: (512) 776-7391



If you are an entity interested in doing business with the state, please direct your inquiry to the Electronic State Business Daily (ESBD) to search for funding opportunities with HHSC using the following link:
<http://www.txsmartbuy.com/sp>

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From: Whittington,Helen (DSHS)
Sent: Monday, February 24, 2020 3:43 PM
To: White,Ebony (DSHS) <Ebony.White@dshs.texas.gov>
Subject: FW: Group #1 - FY21 Interlocal- Boilerplate Renewals (for Milk & Dairy)- Request for Approval

Hi Ebony,

Here are edits for the cover letter, signature document, Statement of Work, and 515 (fixed spelling of lawyer's first name). A few comments/questions:

- Will we have the PO number before the contract goes out? Can we include the PO number on the last page where it is listed? If not, let's take that statement out, or rephrase it somehow.
- Please make sure all the hyperlinks are correct, such as the one to the B-13, and also the one for invoices, which I changed to dshs.texas.gov. I think that is correct.
- Please remove the blank last page. I couldn't seem to get it to go away.

Let me know if you have questions. If all looks good, please accept all changes and return clean docs with the packet so that I can approve. Thanks.

Gina Whittington, CTCM

Contract Specialist V
Contract Management Section
Department of State Health Services
T605.3, MC 1990
Phone: 512-776-6083
Helen.Whittington@dshs.texas.gov

From: White,Ebony (DSHS)
Sent: Friday, February 21, 2020 3:45 PM
To: Whittington,Helen (DSHS) <Helen.Whittington@dshs.texas.gov>
Subject: FW: Group #1 - FY21 Interlocal- Boilerplate Renewals (for Milk & Dairy)- Request for Approval

Gina,

RE: FY21 Milk & Dairy Boilerplate Group #1: Interlocal (4 contracts) – Request for Approval – TARRANT COUNTY Amendment 3 Start Date: 9/1/2020

The only change made to the attached email packet is the Cover Letter (name changed to Judge B. Glen Whitely and address corrected). Please review and approve.

Thank you,
Ebony

Ebony White, CTCM

Contract Manager
 Texas Department of State Health Services (DSHS)
 Address: 1100 W. 49th St. Austin, TX 78756, Tower Building, Mail Code 1990
 Email: Ebony.White@dshs.texas.gov
 Office Phone: (512) 776-2225
 Fax: (512) 776-7391



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<http://www.txsmartbuy.com/sp>

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From: White,Ebony (DSHS)
Sent: Wednesday, February 19, 2020 2:47 PM
To: Whittington,Helen (DSHS) <Helen.Whittington@dshs.texas.gov>
Subject: RE: Group #1 - FY21 Interlocal- Boilerplate Renewals (for Milk & Dairy)- Request for Approval

Gina,

RE: FY21 Milk & Dairy Boilerplate Group #1: Interlocal (5 contracts) – Request for Approval – TARRANT COUNTY Amendment 3 Start Date: 9/1/2020

Attached, please find the Interlocal FY21 Boilerplate Renewal for Milk & Dairy. Please review and approve.

- Tarrant County
- QA Checklist
 - PCS-515 Form
 - \$1 Million Dollar Cover Letter
 - Signature Page
 - A-3 Statement of Work
 - Base Contract
 - Amendment 1
 - Amendment 2

Contract No.	Amendment #	Legal Entity Name	Interlocal/ Interagency	TIN	Contract Begin Date	Contract End Date
537-18-0159-00001	Amendment 2	CITY OF EL PASO	Interlocal	17460007499	9/1/2017	8/31/2020
537-18-0160-00001	Amendment 2	CITY OF HOUSTON	Interlocal	17460011640	9/1/2017	8/31/2020
537-18-0165-00001	Amendment 2	TARRANT COUNTY	Interlocal	17560011706	9/1/2017	8/31/2020
537-18-0162-00001	Amendment 2	CITY OF SAN ANTONIO	Interlocal	17460020708	9/1/2017	8/31/2020

Thank you,
 Ebony

Ebony White, CTCM

Contract Manager
 Texas Department of State Health Services (DSHS)
 Address: 1100 W. 49th St. Austin, TX 78756, Tower Building, Mail Code 1990
 Email: Ebony.White@dshs.texas.gov
 Office Phone: (512) 776-2225
 Fax: (512) 776-7391



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From: White,Ebony (DSHS)
Sent: Friday, February 14, 2020 8:08 AM
To: Whittington,Helen (DSHS) <Helen.Whittington@dshs.texas.gov>
Subject: RE: Group #1 - FY21 Interlocal- Boilerplate Renewals (for Milk & Dairy)- Request for Approval

Gina,

Yes thank you for the reminder . I am working on getting Adobe Acrobat Pro on my computer so I can fill out forms. I will send it over as soon as I can.

Thank you,
 Ebony

Ebony White, CTCM

Texas Department of State Health Services (DSHS)
 Address: 1100 W. 49th St. Austin, TX 78756, Tower Building, Mail Code 1990
 Email: Ebony.White@dshs.texas.gov
 Office Phone: (512) 776-2225
 Fax: (512) 776-7391



If you are an entity interested in doing business with the state, please direct your inquiry to the Electronic State Business Daily (ESBD) to search for funding opportunities with HHSC using the following link:
<http://www.tssmactbuy.com/sp>

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From: Whittington,Helen (DSHS)
Sent: Thursday, February 13, 2020 11:54 AM
To: White,Ebony (DSHS) <Ebony.White@dshs.texas.gov>
Subject: FW: Group #1 - FY21 Interlocal- Boilerplate Renewals (for Milk & Dairy)- Request for Approval

Also the 515.

Gina Whittington, CTCM

Contract Specialist V
 Contract Management Section
 Department of State Health Services
 T605.3, MC 1990
 Phone: 512-776-6083
Helen.Whittington@dshs.texas.gov

From: Whittington,Helen (DSHS)
Sent: Thursday, February 13, 2020 11:53 AM
To: White,Ebony (DSHS) <Ebony.White@dshs.texas.gov>
Subject: RE: Group #1 - FY21 Interlocal- Boilerplate Renewals (for Milk & Dairy)- Request for Approval

Hi Ebony,

If you have a QA Checklist for Tarrant County, would you also send that, please? Thanks.

Gina Whittington, CTCM

Contract Specialist V
 Contract Management Section
 Department of State Health Services
 T605.3, MC 1990
 Phone: 512-776-6083
Helen.Whittington@dshs.texas.gov

From: White,Ebony (DSHS)
Sent: Thursday, February 13, 2020 11:34 AM
To: Whittington,Helen (DSHS) <Helen.Whittington@dshs.texas.gov>
Subject: RE: Group #1 - FY21 Interlocal- Boilerplate Renewals (for Milk & Dairy)- Request for Approval

Gina,

RE: FY21 Milk & Dairy Boilerplate Group #1: Interlocal (5 contracts) – Request for Approval – TARRANT COUNTY Amendment 3 Start Date: 9/1/2020

Attached, please find the Interlocal FY21 Boilerplate Renewal for Milk & Dairy. Please review and approve.

Tarrant County

- \$1 Million Dollar Cover Letter
- Signature Page
- A-3 Statement of Work
- Base Contract
- Amendment 1
- Amendment 2

Contract No.	Amendment #	Legal Entity Name	Interlocal/ Interagency	TIN	Contract Begin Date	Contract End Date
537-18-0159-00001	Amendment 2	CITY OF EL PASO	Interlocal	17460007499	9/1/2017	8/31/2020
537-18-0160-00001	Amendment 2	CITY OF HOUSTON	Interlocal	17460011640	9/1/2017	8/31/2020
537-18-0163-00001	Amendment 2	NORTHEAST TEXAS PUBLIC HEALTH DISTRICT	Interlocal	17522545445	9/1/2017	8/31/2020
537-18-0165-00001	Amendment 2	TARRANT COUNTY	Interlocal	17560011706	9/1/2017	8/31/2020
537-18-0162-00001	Amendment 2	CITY OF SAN ANTONIO	Interlocal	17460020708	9/1/2017	8/31/2020

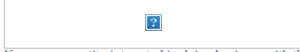
Thank you,
 Ebony

Ebony White, CTCM
 Texas Department of State Health Services (DSHS)
 Address: 1100 W. 49th St. Austin, TX 78756, Tower Building, Mail Code 1990

Email: Ebony.White@dshs.texas.gov

Office Phone: (512) 776-2225

Fax: (512) 776-7391



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<http://www.txsmartbuy.com/sp>

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Certificate Of Completion

Envelope Id: 4A963D4362404A51B0EBD392D98A171D	Status: Completed
Subject: Amending \$104,250; 537-18-0159-00001; City of El Paso; A-3; DSHS/Consumer Protection (Milk & Dairy)	
Source Envelope:	
Document Pages: 13	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1100 W. 49th St.
	Austin, TX 78756
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 167.137.1.13

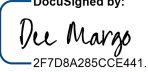
Record Tracking

Status: Original	Holder: Texas Health and Human Services	Location: DocuSign
3/22/2020 9:41:30 PM	Commission	
	PCS_DocuSign@hhsc.state.tx.us	

Signer Events

Dee Margo
MargoDR@elpasotexas.gov
Mayor
Security Level: Email, Account Authentication (None)

Signature

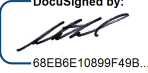
DocuSigned by:

2F7D8A285CCE441...
Signature Adoption: Pre-selected Style
Using IP Address: 99.60.156.44

Timestamp

Sent: 3/22/2020 9:51:55 PM
Viewed: 3/23/2020 8:17:25 AM
Signed: 3/23/2020 8:17:47 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Stephen Pahl
Stephen.Pahl@dshs.texas.gov
Associate Commissioner
Security Level: Email, Account Authentication (None)

DocuSigned by:

68EB6E10899F49B...
Signature Adoption: Uploaded Signature Image
Using IP Address: 160.42.85.8

Sent: 3/23/2020 8:17:49 AM
Viewed: 3/23/2020 8:38:51 AM
Signed: 3/23/2020 8:39:30 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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CMS inbox	COPIED	Sent: 3/22/2020 9:51:54 PM
cmucontracts@dshs.texas.gov		
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Ebony White
Ebony.White@dshs.texas.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 3/22/2020 9:51:54 PM
Viewed: 3/23/2020 11:20:10 AM

Darlene Tarango
TarangoDM@elpasotexas.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 3/22/2020 9:51:55 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/23/2020 8:17:49 AM
Certified Delivered	Security Checked	3/23/2020 8:38:51 AM
Signing Complete	Security Checked	3/23/2020 8:39:30 AM
Completed	Security Checked	3/23/2020 8:39:30 AM

Payment Events	Status	Timestamps
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**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0159-00001
AMENDMENT NO. 4**

The **DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS" or "System Agency") and **CITY OF EL PASO** ("Local Government") who are collectively referred to herein as the "Parties," to that certain Contract effective September 1, 2017 and denominated HHSC Contract No. 537-18-0159-00001 ("Contract"), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to revise the Contract amount to correct an administrative error.

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

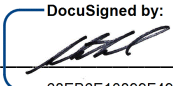
1. **SECTION V** of the Contract, **CONTRACT AMOUNT AND PAYMENT FOR SERVICES**, is hereby amended to correct an administrative error and reflect the cumulative contract amount, that is not to exceed **\$139,000.00**.
2. This Amendment shall be effective upon the signature of both Parties.
3. Except as amended and modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
4. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 4
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0159-00001**

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF EL PASO

By: 
DocuSigned by:
68EB6E10899F49B...

Name: Stephen Pahl

Title: Associate Commissioner

Date of Execution: September 16, 2020

By: 
DocuSigned by:
2F7D8A285CCE441...

Name: Dee Margo

Title: Mayor

Date of Execution: September 16, 2020

Form PCS 515

**REVIEW AND CERTIFICATION OF SOLICITATION,
AND ROUTING REQUEST OF PROPOSED CONTRACT**



Section 1: Contract Information

New Contract Number <input type="checkbox"/> 537-18-0159-00001		Amendment Number <input checked="" type="checkbox"/> 4		<input type="checkbox"/> Emergency (See Texas Government Code (TGC) Ch. 418; §2155.137 and Texas Administrative Code (TAC) §20.41)
New Work Order Number <input type="checkbox"/>		Amendment Number <input type="checkbox"/>		
Contractor Legal Business Name: City of El Paso				
Total Contract Value (Including Renewals) 139,000		Requesting Agency/Program DSHS/Consumer Protection (Milk & Dairy)		
Contract Manager Name Ebony White		Contract Manager Email ebony.white@dshs.texas.gov		Contract Manager Phone (512) 776-2225
Purchaser/Buyer Name TBD		Purchaser/Buyer Email TBD		Purchaser/Buyer Phone TBD

Section 2: CAPPS Approvals - The individuals listed shall be program specific contract approvers as designated by the program area.

	Approver Title	Approver Name	Approver E-mail Address	See Attached Proof of Approval
1.	Unit Director	Jonah Wilczynski	jonah.wilczynski@dshs.texas.gov	<input type="checkbox"/>
2.	Section Director	Patty Melchior	patty.melchior@dshs.texas.gov	<input type="checkbox"/>
3.	Associate Commissioner	Stephen Pahl	stephen.pahl@dshs.texas.gov	<input type="checkbox"/>
4.	Legal	Monica McClure	monica.mcclure@hhsc.state.tx.us	<input checked="" type="checkbox"/>
5.				<input type="checkbox"/>
6.				<input type="checkbox"/>
7.				<input type="checkbox"/>
8.				<input type="checkbox"/>
9.				<input type="checkbox"/>
10.				<input type="checkbox"/>
11.				<input type="checkbox"/>
12.				<input type="checkbox"/>
13.				<input type="checkbox"/>
14.				<input type="checkbox"/>
15.	Program Deputy Executive Commissioner (\$1M and over only)			<input type="checkbox"/>

Section 3: Agency, Budget, Legal and PCS Review and Approval

Signatory	Name	E-mail Address
HHS Budget (\$1M and over only)	Trey Wood	Trey.Wood@HHSC.State.TX.US
Legal Director (\$1M and over only)	Andy Marker	Andy.Marker@HHSC.State.TX.US
Office of Chief Counsel (\$1M and over only)	Karen Ray	Karen.Ray@HHSC.State.TX.US
PCS Deputy Associate Commissioner (DAC) (under \$1M only) Appropriate DAC Team		
PCS Associate Commissioner (\$1M and over only)	Chad Riley	Chad.Riley@HHSC.State.TX.US

Section 4: DocuSign Signatories

Signatory	Name	E-mail Address
Contractor Signature Authority	Dee Margo	MargoDR@elpasotexas.gov
Additional Contractor Signature Authority*		
Contractor Signature cc	Darlene Tarango	TarangoDM@elpasotexas.gov
HHS Signature Authority	Stephen Pahl	stephen.pahl@dshs.texas.gov
HHS Signature Authority cc		
General Inbox cc	CMS inbox	cmucontracts@dshs.texas.gov

Instructions**PURPOSE**

To direct HHS contracts, work orders, amendments, renewals, and extensions through approval routing and for review of the solicitation process and proposed contract documents.

WHEN TO PREPARE THIS FORM

This form shall be completed for any document requiring CAPPs FIN 9.2 approval routing and for all DocuSign signature routing. The requestor shall adhere to any HHS Circular-046 requirements in addition to consulting with program to complete the form prior to submission to Procurement and Contracting Services Quality Assurance ("PCS QA"). The information provided on the routing request form will be used by PCS QA to create the document routing approval path in CAPPs FIN 9.2 as well as creating the DocuSign path for contractor signatory and HHS signatory execution.

Signature on the PCS 515 or approval of the PCS 515 in CAPPs by the Procurement Director or designee, certifies that:

- i. HHSC complied with the HHS Contract Management Handbook, the CPA's Texas Procurement and Contract Management Guide;
- ii. the assessment of each vendor response was based on the evaluation criteria published in the solicitation or the written evaluation criteria established by the Agency/Program;
- iii. the final calculation of scoring of responses was accurate; and any vendor scoring change was reviewed and justified.

PROCEDURE**Section 1: To be completed by Buyer/Purchaser and Program.**

This section contains necessary contract information.

Section 2: To be completed by Program .

This section contains all required program specific approvers. These individuals will be inserted into the CAPPs approval process. For contracts valued at \$1M and over, the program Deputy Executive Commissioner is required.

Section 3: To be completed by Agency, Budget, Legal and PCS review and approval.

This section contains all required Agency, Budget, Legal and PCS reviewers and approvers. For contracts valued at \$1M and under the appropriate PCS team Deputy Associate Commissioner (DAC) is required. For contracts valued at \$1M and over, the Deputy Executive Commissioner of Budget, Legal Director, Chief Counsel and Associate Commissioner of PCS are required.

Section 4: To be completed by Program area.

This section shall contain all required contract signatory information. These individuals will be inserted into the DocuSign routing path.

****There are certain aspects of this form that do not apply to DFPS.****

*** If adding second contractor signature authority, please provide instructions on which documents need to be completed by this individual.**

SetID HHSTX

Contract ID 537-18-0159-00001

Supplier CITY OF EL PASO

[Review/Edit Approvers](#)

Contract Document Approval

Approved [View/Hide Comments](#)

Contract Document Approval

Approved ✓ White, Ebony Monique Contract Manager/Buyer 08/28/20 - 4:45 PM	→	Approved ✓ Wilczynski, Jonah Peter Inserted Approver 08/28/20 - 5:21 PM	→	Approved ✓ Melchior, Patricia A Inserted Approver 08/29/20 - 1:44 PM	→	Approved ✓ Pahl, Stephen Anthony Inserted Approver 09/04/20 - 4:56 PM	→	Approved ✓ McClure, Monica L Inserted Approver 09/15/20 - 4:37 PM
---	---	---	---	--	---	---	---	---

Comment History

[Submit for Approval](#)[Return to Document Management](#)

Certificate Of Completion

Envelope Id: A422B7AD2F2B4CE5B964DD249009A621	Status: Completed
Subject: Amending \$139,000; 537-18-0159-00001; City of El Paso A-4; DSHS/Consumer Protection (Milk & Dairy)	
Source Envelope:	
Document Pages: 6	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1100 W. 49th St.
	Austin, TX 78756
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 167.137.1.14

Record Tracking

Status: Original 9/16/2020 9:36:22 AM	Holder: Texas Health and Human Services Commission PCS_DocuSign@hhsc.state.tx.us	Location: DocuSign
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Signer Events

Dee Margo
MargoDR@elpasotexas.gov
Mayor
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

2F7D8A285CCE441...
Signature Adoption: Pre-selected Style
Using IP Address: 99.60.156.44

Timestamp

Sent: 9/16/2020 9:44:02 AM
Viewed: 9/16/2020 11:05:36 AM
Signed: 9/16/2020 11:06:05 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Stephen Pahl
Stephen.pahl@dshs.texas.gov
Associate Commissioner
Security Level: Email, Account Authentication (None)

DocuSigned by:

68EB6E10899F49B...
Signature Adoption: Uploaded Signature Image
Using IP Address: 167.137.1.11

Sent: 9/16/2020 11:06:07 AM
Viewed: 9/16/2020 11:16:32 AM
Signed: 9/16/2020 11:16:59 AM

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	Status	Timestamp
Carbon Copy Events	Status	Timestamp

CMS
CMUcontracts@dshs.texas.gov
Security Level: Email, Account Authentication (None)

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Carbon Copy Events	Status	Timestamp
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Ebony White
Ebony.White@dshs.texas.gov
Security Level: Email, Account Authentication (None)
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Darlene Tarango
TarangoDM@elpasotexas.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/16/2020 11:06:07 AM
Certified Delivered	Security Checked	9/16/2020 11:16:32 AM
Signing Complete	Security Checked	9/16/2020 11:16:59 AM
Completed	Security Checked	9/16/2020 11:16:59 AM

Payment Events	Status	Timestamps
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