

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001439300008
AMENDMENT NO. 1**

The Department of State Health Services (“System Agency” or “DSHS”) and Brazoria County Health Department (“Grantee”), who are collectively referred to herein as the "Parties," to that certain Cities Readiness Initiative (“CRI”) grant contract, effective July 1, 2024, and denominated DSHS Contract No. HHS001439300008 (“Contract”), now desire to amend the Contract.

WHEREAS, the System Agency wants to revise **SECTION X, FEDERAL AWARD INFORMATION**, of the Contract Signature Document; and

WHEREAS, the System Agency wants to revise **ATTACHMENT A, PROJECT FY2025 STATEMENT OF WORK**, and **SECTION VII, REPORTING REQUIREMENTS**.

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

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

GRANTEE’S UNIQUE ENTITY IDENTIFIER IS: N1GLHP8EWHD9

Federal Award Identification Number (FAIN): NU90TU000053

- A. Assistance Listings Title, Number, and Dollar Amount: Centers for Disease Control and Prevention, Public Health Emergency Preparedness (PHEP) Cooperative Agreement, 93.069, \$47,206,790.00
- B. Federal Award Date: 06/11/2024
- C. Federal Award Period: July 1, 2024 – June 30, 2029
- D. Name of Federal Awarding Agency: Centers for Disease Control and Prevention
- E. Federal Award Project Description: Texas DSHS Public Health Emergency Preparedness (PHEP) Cooperative Agreement.
- F. Awarding Official Contact Information:
Ms. Kimberly Champion
Grants Management Specialist
(404) 498-4229
qrf9@cdc.gov
- G. Total Amount of Federal Funds Awarded to System Agency: \$47,206,790.00
- H. Amount of Funds Awarded to Grantee: \$107,960.00
- I. Identification of Whether the Award is for Research and Development: No

2. **SECTION VII** of the Contract, Reporting Requirements, is hereby deleted in its entirety and replaced with the following language:

Report	Frequency	Due Date
Financial Status Report – Biannually	The FSR is submitted biannually	January 31, 2025 July 30, 2025
Invoices/Requests for Reimbursement – Monthly	The last business day of the month following the month in which expenses were incurred	August 31, 2024 September 30, 2024 October 31, 2024 November 30, 2024 December 31, 2024 January 31, 2025 February 28, 2025 March 31, 2025 April 30, 2025 May 31, 2025 June 30, 2025 July 30, 2025
Grantee’s Property Inventory Report	One Time	October 15, 2024
Capacity Indicators	One Time	January 1, 2025
Jurisdictional Risk Assessment (JRA)	One Time	January 1, 2025
Multi-Year Integrated Preparedness Plan (“MYIPP”)	One Time	May 1, 2025
Documentation for Exercise	After each exercise	Within 90 days of the exercise completion or June 30, 2029, whichever is sooner

3. **ATTACHMENT A** of the Contract, **PROJECT FY2025 STATEMENT OF WORK** is hereby deleted in its entirety and replaced with **ATTACHMENT A.1, PROJECT FY2025 STATEMENT OF WORK**, which is attached to this Amendment and incorporated as part of the Contract for all purposes.
4. This Amendment No. 1 shall be effective as of the date last signed below.
5. Except as amended and modified by this Amendment No. 1, 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. 1
DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS001439300008**

DEPARTMENT OF STATE HEALTH SERVICES BRAZORIA COUNTY HEALTH DEPARTMENT

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date of Signature: _____ Date of Signature: _____

THE FOLLOWING ATTACHMENT IS ATTACHED TO THIS AMENDMENT AND INCORPORATED AS PART OF THE CONTRACT FOR ALL PURPOSES:

ATTACHMENT A.1 PROJECT FY2025 STATEMENT OF WORK

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

I. GRANTEE RESPONSIBILITIES

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

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7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves;
8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins;
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident;
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments;
11. Capability 11 – Nonpharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing nonpharmaceutical interventions in response to the needs of an incident, event, or threat. Nonpharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors;
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods that may be used to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies;
13. Capability 13 – Public health surveillance and epidemiological investigation is the

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PROJECT FY2025 STATEMENT OF WORK
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ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance;

14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment; and
15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency’s preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.

E. Grantee shall:

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

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- g.** Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
 - h.** Be adequately documented;
 - i.** Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
 - j.** Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Contract term.

- F.** In the event of a local, state, or federal emergency, Grantee has the authority to utilize approximately five percent (5%) of Grantee's staff's time supporting this Contract for response efforts. DSHS will reimburse Grantee up to five percent (5%) of this Contract funded by the CDC for personnel costs responding to an emergency event. Grantee will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation in drills and exercises in the pre-event time period. Grantee will notify the designated DSHS Contract Manager in writing when this provision is implemented.

- G.** In the event of a public health emergency involving a portion of the state, Grantee shall mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements, and not currently performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from DSHS.

- H.** Grantee shall coordinate activities and response plans within the jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

- I.** Grantee shall inform DSHS in writing if Grantee will not continue performance under this Contract within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

- J.** Grantee shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

- K.** Grantee shall complete and submit programmatic reports as directed by DSHS in a format specified by DSHS and as needed to satisfy information-sharing requirements set forth in Texas Government Code Sections 421.071 and 421.072(b and c), as amended. Grantee must provide DSHS other reports, including financial reports, that DSHS determines necessary to accomplish the objectives of this Contract and to monitor compliance.

- L.** Grantee shall conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program ("HSEEP") guidance.

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- M.** When using volunteers during the Contract term, Grantee must designate a Texas Disaster Volunteer Registry (“TDVR”) State Emergency System for the Advanced Registration of Volunteer Health Professionals (“ESAR-VHP”) System Administrator, participate in required administrator trainings, and utilize the system to identify volunteers.
- N.** Grantee shall not use funds for research, clinical care, fund-raising activities or lobbying, construction or major renovations, reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, uniforms, buildings or real property, or funding an award to another party or provider who is ineligible.
- O.** Grantee shall initiate the purchase of all equipment approved in writing by DSHS in the first quarter of the FY2025 Contract term, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Contract must be submitted to the designated DSHS Contract Manager.
- P.** Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee’s Property Inventory Report to FSOequip@dshs.texas.gov with a copy to the assigned System Agency Contract Representative by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.
- Q.** Grantee shall provide notification of budget transfers by submission of a revised Categorical Budget Form to the designated DSHS Contract Manager, highlighting the areas affected by the budget transfer. Grantee is advised as follows:

 - 1.** Transferring funds between budget categories, other than the equipment and indirect cost categories, is allowable, but cannot exceed 25% of the total Contract value during a Contract budget period. If the budget transfer(s) exceeds 25% of the total Contract value, alone or cumulatively, a formal Contract amendment is required; and
 - 2.** After review, the designated DSHS Contract Manager shall provide notification of acceptance to Grantee via email, upon receipt of which, the revised budget shall be incorporated into the Contract.
- R.** Grantee shall not use DSHS funds to purchase buildings or real property without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.
- S.** At the expiration or termination of this Contract for any reason, title to any remaining equipment and supplies purchased with funds under this Contract shall revert to DSHS.

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Title may be transferred to any other party designated by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

- T.** None of the funds made available under this Contract may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
- U.** Grantee shall comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:
 - 1.** Public Law 109-417, Pandemic and All-Hazards Preparedness and Advancing Innovation Act (“PAHPAI”);
 - 2.** Texas Health and Safety Code, Chapter 81; and
 - 3.** Section 319C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended.

II. REPORTING REQUIREMENTS

- A.** Grantee must prepare and submit a current **Multi-Year Integrated Preparedness Plan (“MYIPP”)** each Project FY, which must include at least five (5) years of progressive exercise, planning and training, to System Agency via Qualtrics. For Project FY2025, Grantee must submit the MYIPP to System Agency by **May 1, 2025**. The MYIPP must be based on the results of the Grantee’s training needs assessment and the evaluations of previous exercises and responses, including the After-Action Review/Improvement Plan. The MYIPP must include a description of:
 - 1.** Summary of the MYIPP Workshop;
 - 2.** The proposed location, month(s), and year(s) of future exercise(s);
 - 3.** The type(s) of future exercise(s) that will take place; and
 - 4.** The partnering entities.
 MYIPP must include at least one access and functional needs or underserved populations (FEMA Definition), training to support a ready responder workforce (WHF-B, AHA-G, LOC-B), and recovery operations (REC-A). Data elements listed in CDC’s Supplemental Guidance must be provided to DSHS.
- B.** Grantee must prepare and submit a self-assessment on **Capacity Indicators** each Project FY via Qualtrics. For Project FY2025, Grantee must submit the Capacity Indicators Form to System Agency by **January 1, 2025**. System Agency will provide a template to Grantee, which will identify the information that Grantee must provide in its Capacity Indicators Form.
- C.** Grantee must prepare and submit a **Jurisdictional Risk Assessment (JRA)** to System Agency via Qualtrics, using a URL provided by System Agency. For Project FY2025,

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Grantee must submit a Jurisdictional Risk Assessment to System Agency by **January 1, 2025**.

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

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

1. For submission by mail, use address below:
Department of State Health Services
Claims Processing Unit
P.O. Box 149347, MC 1940
Austin, TX 78714-9347
 2. For submission by fax, use number below:
(512) 458-7442
- F.** Grantee must immediately notify System Agency in writing if Grantee is legally prohibited from providing any report required under this Contract.

III. INVOICE AND PAYMENT

- A.** Grantee shall request payments monthly using the State of Texas Purchase Voucher (Form B-13). Invoices and supporting documentation must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to submit a "zero dollar" invoice on a monthly basis. Grantee must submit a final close-out invoice. Invoices received more than thirty (30) days after the end of the Project FY are subject to denial of payment.

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

- B.** All Form B-13s, Form B-13(A)s and FSRs must be submitted by e-mail, fax, or mail. E-mail is preferred, but either fax or mail is acceptable.
- 1. By E-mail:**
 - a.** Form B-13 with supporting documentation and Form B-13A must be sent to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov, and with a copy to the designated DSHS Contract Manager.
 - 2. By Mail:**

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

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

Certificate Of Completion

Envelope Id: 42C74E7E5B524D8DA680EF5EA19AC2EC	Status: Sent
Subject: Please DocuSign HHS001439300008 Brazoria County Amendment 1 CPS-CRI	
Source Envelope:	
Document Pages: 11	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	CMS Internal Routing Mailbox
Time Zone: (UTC-06:00) Central Time (US & Canada)	11493 Sunset Hills Road
	#100
	Reston, VA 20190
	CMS.InternalRouting@dshs.texas.gov
	IP Address: 167.137.1.13

Record Tracking

Status: Original	Holder: CMS Internal Routing Mailbox	Location: DocuSign
8/27/2024 5:11:39 PM	CMS.InternalRouting@dshs.texas.gov	

Signer Events

Signature	Timestamp
L. M. "Matt" Sebesta, Jr.	Sent: 8/27/2024 5:23:57 PM

MattS@brazoriacountytx.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Jonah Wiczynski
 jonah.wiczynski@dshs.texas.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

David Gruber
 David.Gruber@dshs.texas.gov
 Security Level: Email, Account Authentication (None)

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

Carbon Copy Events	Status	Timestamp
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Cathy Sbrusch, RN, BSN, CIC
cathys@brazoriacountytx.gov
Security Level: Email, Account Authentication (None)

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Fred L. Waterman
Fred.Waterman@dshs.texas.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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	8/27/2024 5:23:57 PM
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Payment Events	Status	Timestamps
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