

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-001133-00**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Fort Bend County Health & Human Services (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is \$142,618.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 07/01/2015 and ends on 06/30/2016. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: CPS/CRI CPS - Cities Readiness Initiative

7. Statement of Work:

SECTION I. STATEMENT OF WORK:

A. Contractor will perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120104CONT15) from the Centers for Disease Control and Prevention (CDC) and further Strategic National Stockpile (SNS) program to comply with the Public Health Emergency Preparedness (PHEP) cooperative agreement's capabilities-based approach, the Cities Readiness Initiative (CRI) requirements support the Medical Countermeasure Dispensing and Medical Materiel Management and Distribution capabilities. The CRI supports medical countermeasure distribution and dispensing for all-hazards events. Contractor will perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

B. In Budget Period 4 (BP4)/FY16, CDC will implement a method of evaluating state and local medical countermeasure operational readiness. This assessment tool is intended to identify medical countermeasure response operational capabilities as well as gaps that may require more targeted technical assistance.

C. Contractor will utilize the Texas Medical Countermeasure (MCM) Strategy Document to develop and execute plans, thus preparing the Metropolitan Statistical Area (MSA) to provide medical countermeasures to the identified population during a large-scale public health emergency. To accomplish this, the Contractor will meet the planning and operational standards as outlined in Section P of this document and the current Operational Readiness Review (ORR) Tool that applies to the following Public Health Emergency Preparedness Capabilities:

Primary Capabilities

- Capability 8: Medical Countermeasure Dispensing
- Capability 9: Medical Materiel Management and Distribution.

Support Capabilities

- Capability 1: Community Preparedness
- Capability 3: Emergency Operations Coordination
- Capability 4: Emergency Public Information and Warning
- Capability 6: Information Sharing
- Capability 14: Responder Safety and Health
- Capability 15: Volunteer Management

D. Contractor will not exceed the total amount of this Contract without DSHS prior approval, which will be evidenced by the Parties executing a written amendment.

E. The Parties have the authority under Texas Government Code Chapter 791 to enter into this Interlocal Cooperation Contract.

F. Contractor will comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

G. Texas Government Code § 421.062 provides that since this Contract is for a homeland security service that neither party is responsible for any civil liability that may arise from this Contract.

H. The following documents and resources are incorporated by reference and made a part of this Contract:

1. Planning Guidance Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:
http://www.cdc.gov/phpr/capabilities/DSLRCapabilities_July.pdf;
2. Homeland Security Exercise and Evaluation Program (HSEEP) Documents:
<https://www.llis.dhs.gov/HSEEP>;
3. Preparedness program guidance(s) as provided by DSHS and CDC;
4. Receiving, Distributing, and Dispensing Strategic National Stockpile Assets: A Guide to Preparedness Version 11: DSHS SNS SharePoint site, Shared Documents/ SNS Program Resources & Guidance/2014-2015_SNS Program Requirements;
5. CDC Public Health Emergency Preparedness Cooperative Agreement, Medical Countermeasure Reference Guide; and
6. Medical Countermeasure Operations Readiness Strategy 2014-2017,
<https://www.dshs.state.tx.us/commprep/sns/MCM-Operational-Readiness-Strategy-FINAL/>.
7. Additional Reference Material
 1. DSHS and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120104CONT15;
 2. Presidential Policy Directive 8/PPD-8, March 30, 2011:
<http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf>;
 3. Community Preparedness Section Exercise Team Web Site:
<http://www.dshs.state.tx.us/commprep/exercises.aspx>; and
 4. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
<http://www.texasprepares.org/survivingdisaster.htm>.

J. Funds awarded for this Contract must be matched by 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 the Contractor 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.

K. The Contractor is required to provide matching funds for this Contract not less than ten-percent of the allocation amount. Cash match is defined as an expenditure of cash by the contractor on allowable costs of this Contract that are borne by the contractor. 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 the contractor. The criteria for match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the contractor's (or subcontractor's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement Contracts);
5. Not be included as contributions toward any other federally-assisted project or program (match can count

only once);

6. Not be paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or match;

7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;

8. Be adequately documented;

9. Must follow procedures for generally accepted accounting practices as well as meet audit requirements; and

10. Value the in-kind contributions reported and must be supported by documentation reflecting the use of goods and/or services during the Contract term.

L. In the event of a public health emergency involving a portion of the state, Contractor will mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

M. Contractor will inform DSHS in writing if Contractor will not continue performance under this Program Attachment within thirty 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.

N. Contractor will 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.

O. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.

P. The Contractor will:

1. Provide programmatic reports as directed by DSHS in a format specified by DSHS;

2. Provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this Program Attachment and to monitor compliance;

3. Conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program (HSEEP) guidance;

4. Complete and submit the Operational Readiness Review (ORR) provided by DSHS to DSHS SNS SharePoint 20 business days prior to review;

5. Provide updated Point of Dispensing (POD) standards data for submission to DSHS SNS SharePoint by April 1, 2016;

6. Perform and submit metrics on three SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Reviews/Improvement Plan (AAR/IP) sixty days after completion of the drill or by April 1, 2016.

a. Staff Call Down;

b. Facility Set-up;

c. POD Activation;

d. Dispensing Throughput; and

e. RealOpt usage;

7. Submit above item Section I(P)(6) to PreparednessExercise@dshs.state.tx.us by April 1, 2016.

Acceptable timeframe from completed data sheets and AAR/IPs for submission is from July 1, 2015 to April 1, 2016;

8. Submit a current Multi-Year Training & Exercise Plan that covers FY16 through FY21 to DSHS by July 6, 2015;
9. Conduct one dispensing Full Scale Exercise (FSE) within the designated CRI/MSA planning areas within the 2011 to 2016 performance period. FSE must include hospital or health care coalition component. All jurisdictions must conduct exercise in accordance with DSHS/ CDC full scale exercise requirements;
10. Have plans, processes, and training in place to meet NIMS compliance requirements;
11. An end-of-year performance report in a format specified by DSHS no later than August 15, 2016; and
12. Submit reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c). If Contractor is legally prohibited from providing such reports, Contractor will immediately notify DSHS in writing.

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

R. For the purposes of this Contract, the Contractor may not use funds for fundraising activities, lobbying, research, construction, major renovations and reimbursement of pre-award costs, clinical care, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, backfilling costs for staff or the purchase of incentive items.

S. Contractor will 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.

T. Contractor will cooperate with DSHS to coordinate all planning, training, and exercises performed under this Contract with the State of Texas, Texas Division of Emergency Management of the State of Texas, or other points-of-contact at the discretion of the division, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

U. Volunteer Management (Capability 15): If Contractors are using volunteers, such as Medical Reserve Corps or other volunteer groups, and then Contractors must use the Texas Disaster Volunteer Registry (TDVR), Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool.

SECTION II. PERFORMANCE MEASURES:

A. Contractor will meet and report performance measures based on milestones that are developed in coordination with DSHS for the Contractor's project as provided in Section I. The Contractor must also demonstrate adherence to PHEP reporting deadline and the capability to receive, stage, store, distribute and dispense materiel during a public health emergency. Failure to meet these requirements may result in withholding a portion of the fiscal year 2016 PHEP base award.

B. DSHS will send a requirements schedule for the reporting these Performance Measures within 30 days of the contract start date.

SECTION VII. BILLING INSTRUCTIONS:

Contractor will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor will submit the Financial Status Report (FSR-269A) and the Match Reimbursement Certification (B-13A) on a quarterly basis. Vouchers, supporting documentation, Financial Status Report, and B-13A should be mailed or emailed to the addresses below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

B-13 invoices@dshs.state.tx.us & php.vouchersupport@dshs.state.tx.us

Support Document invoices@dshs.state.tx.us & php.vouchersupport@dshs.state.tx.us

B-13A invoices@dshs.state.tx.us & php.vouchersupport@dshs.state.tx.us

FSR invoices@dshs.state.tx.us & php.vouchersupport@dshs.state.tx.us & FSRGrants@dshs.state.tx.us

8. Service Area

Fort Bend County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00034

RLHS GOLIVE CRI PROPOSAL

11. Renewals:

Number of Renewals Remaining: 1 Date Renewals Expire: 06/30/2017

12. Payment Method:

13. Source of Funds:

93.069, 93.069

14. DUNS Number:

081497075

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16. Special Provisions

SPECIAL PROVISIONS:

A. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016, for costs incurred between the services dates of July 1, 2015 and June 30, 2016. No expenditures with service dates from July 1, 2015 to June 30, 2016 will be paid after August 15, 2016 from the Budget Period 4 (BP4) allocation. This Subsection supersedes Section 4.03 of the Fiscal Year 2015 Department of State of Health Services General Provisions (Core/Sub Recipient).

B. DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

C. General Provisions, Access and Inspection Article XI, Access Section 11.01 is hereby revised to include the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Program Attachment, upon request by the DSHS Program staff.

D. General Provisions, General Business Operations of Contractor Article XIV, Equipment Purchases (Including Controlled Assets), Section 14.20, is revised as follows:

Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016, as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016. In addition, all equipment must be received no later than 45 calendar days following the end of this Contract's term.

E. General Provisions, General Terms Article XV, Amendment Section 15.15, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Contract.

17. Documents Forming Contract. The Contract consists of the following:

- | | |
|-----------------------------|---|
| a. Contract (this document) | 2016-001133-00 |
| b. General Provisions | Subrecipient General Provisions |
| c. Attachments | Budget |
| d. Declarations | Certification Regarding Lobbying, Fiscal Federal Funding
Accountability and Transparency Act (FFATA) Certification |
| e. Exhibits | |

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Fort Bend County
Vendor Identification Number:	17460019692

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 78756-4204
City, State, Zip

Telephone Number

E-mail Address

Fort Bend County Health & Human Services

By:
Signature of Authorized Official

Date

Name and Title

Address

City, State, Zip

Telephone Number

E-mail Address

Budget Summary

Organization Name: Fort Bend County Health & Human
Services

Program ID: CPS/CRI

Contract Number: 2016-001133-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$36,527.00	\$7,544.00	\$0.00	\$44,071.00
Fringe Benefits	\$16,346.00	\$2,527.00	\$0.00	\$18,873.00
Travel	\$1,721.00	\$0.00	\$0.00	\$1,721.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$9,524.00	\$0.00	\$0.00	\$9,524.00
Contractual	\$78,500.00	\$0.00	\$0.00	\$78,500.00
Other	\$0.00	\$4,330.00	\$0.00	\$4,330.00
Total Direct Costs	\$142,618.00	\$14,401.00	\$0.00	\$157,019.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$142,618.00	\$14,401.00	\$0.00	\$157,019.00