

STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS

COUNTY OF FORT BEND

§

**AGREEMENT FOR ARBOVIRUS SPECIALIST (ZIKA PREPAREDNESS)  
SOQ 07-038**

THIS AGREEMENT is made and is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Homeland Preparedness Project (hereinafter "Contractor"), an entity authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide an Arbovirus Program Specialist pursuant to SOQ 07-038; and

WHEREAS, County has received funding assistance from the Texas Department of State Health Services, DSHS Contract No. 537-18-0352-00001\_PHR Cooperative Agreement\_Zika Preparedness to provide for these Services; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

**Section 2. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

**Section 3. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is seventy-five thousand dollars and no/100 (\$75,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

**Section 4. Limit of Appropriation**

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of seventy-five thousand dollars and no/100 (\$75,000.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed seventy-five thousand dollars and no/100 (\$75,000.00).

**Section 5. Time of Performance**

The time for performance of the Scope of Services by Contractor shall begin upon execution by the County of this Agreement and shall end no later than June 30, 2018. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

**Section 6.            Modifications and Waivers**

6.1     The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2     No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3     The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

**Section 7.            Termination**

7.1     Termination for Convenience

7.1.1   County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2     Termination for Default

7.2.1   County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2   If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3     Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's

final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

**Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

**Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

**Section 10. Insurance**

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

10.4 These and all other insurance requirements under the Agreement apply to both Contractor and its Subcontractors, if any.

#### **Section 11. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

#### **Section 12. Confidential and Proprietary Information**

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

**Section 13. Independent Contractor**

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**Section 14. Notices**

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Mary desVignes Kendrick, M.D., MPH  
Director, Health & Human Services  
4520 Reading Rd. Ste. A  
Rosenberg, TX 77471

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

Contractor: Homeland Preparedness Project  
2833 Cytherea Circle  
Alvin, TX 77511

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**Section 15. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 16. Performance Warranty**

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

**Section 17. Assignment and Delegation**

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.



**Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 19. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**Section 23. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 24. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

## **Section 25. Federal and State Agency Compliance**

This Agreement may be totally or partially funded with federal and or state funds. If any federal or state funds are used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with all terms as stated below. These terms flow down to all third party contractors and their contracts at every tier.

### **25.1 Access to Records, Books and Documents**

In addition to any right of access arising by operation of law, Contractor will permit Texas Department of State Health Services (TxDSHS) 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 Agreement. If the Agreement includes federal funds, federal agencies that will 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 will have a right of access to records as described in this section include: TxDSHS, 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 TxDSHS or any duly authorized authority, for the purpose of investigation or hearing, Contractor will produce original documents related to this Agreement. TxDSHS and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

### **25.2 Civil Rights Requirements**

Contractor agrees to comply with state and federal anti-discrimination laws, including: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.); Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107); Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688); Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and the TxDSHS administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination. Contractor agrees to comply

with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

When applicable, Contractor agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at:

[http://www.hhsc.state.tx.us/about\\_hhsc/civil-rights/brochures-posters.shtml](http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml)

Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

### 25.3 Compliance with Audit of Inspection Findings.

Contractor understands and must ensure its compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of this Agreement and the goods or services provided hereunder. Any such correction related to the Subcontractor's actions shall be at the Contractor's expense. Whether Contractor's action corrects the noncompliance will be solely the decision of the County.

### 25.4 Government-wide Debarment and Suspension

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM

Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

#### 25.5 SAO Audit

Contractor understands that acceptance of funds 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. Contractor agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested.

As part of the Services, Contractor must provide to County upon request a copy of those portions of Contractors' internal audit reports relating to the Services and deliverables provided to the County under this contract.

#### 25.6 Employment Verification

Contractor will confirm the eligibility of all persons employed during the term of performance to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

#### 25.7 Child Support

Per Texas Family Code 231.006, a child support obligor or business entity remains ineligible to receive payments from state funds under an Agreement to provide property, materials, or services; or a state funded loan until: (1) All arrearages have been paid; (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or (3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption from ineligibility as part of a court-supervised effort to improve earnings and child support payments.

Before payment can be released, Contractor will supply County with the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity.

Under Section 231.006, Family Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

25.8 Permitting and Licenses.

Contractor ensures that each of its employees, agents, or Subcontractors who provide Services or deliverables under this Agreement are properly licensed, certified, or have proper permits to perform any activity related to the Scope of Services.

25.9 Reporting of Criminal Offense

Contractor certifies that it shall not permit any person who engaged, or was alleged to have engaged, in (1) 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 to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the County.

25.10 Ownership and Intellectual Property

Contractor hereby assigns to TxDSHS, all right, title, and interest in all Deliverables.

The Contractor will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

Contractor grants to the TxDSHS Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, or Grantee's Contractor in the performance of the Project.

Contractor hereby assigns to the TxDSHS, all right, title, and interest in all Deliverables.

25.11 Publicity

Contractor must not use the name of, or directly or indirectly refer to, TxDSHS, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to this Agreement or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

**Section 26. Entire Agreement**

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2017.

**FORT BEND COUNTY**

**HOMELAND PREPAREDNESS PROJECT**

\_\_\_\_\_  
Robert E. Hebert, County Judge

  
Authorized Agent- Signature

\_\_\_\_\_  
Date

Bill Ray  
Authorized Agent- Printed Name

ATTEST:

Executive Director  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

6.26.17  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert E. Sturdivant, County Auditor

# EXHIBIT A

**Arbovirus Specialist Contract  
For  
Fort Bend County Health and Human Services  
FYE 2018**

This Contract is executed by and between **FORT BEND COUNTY, TEXAS**, hereinafter referred to as "County," acting by and through its Commissioners' Court and HOMELAND PREPAREDNESS PROJECT, hereinafter referred to as "HPP", authorized to conduct business in the State of Texas.

**Term:**

This contract will commence upon execution by all parties to this Contract and shall terminate on June 30, 2018. This Contract is subject to termination by any party, without cause, by providing thirty (30) days written notice. This contract may be renewed annually by mutual agreement of the parties in writing.

This Contract is subject to the terms described herein.

**Background:**

Fort Bend County Health and Human Services has recognized the threat to public health posed by Arboviruses.

In order to combat this threat, the County has received grant funding dedicated to raising awareness about Arbovirus and to increase their capability to deal with the consequences of cases in the County.

To that end, HPP will provide an Arbovirus Program Specialist to perform certain duties, described below, to improve public health, increase public safety, and minimize the effects of arbovirus in Fort Bend County. The Specialist will work to recruit volunteers for Arbovirus-related activities, provide training for specialized missions, and promote awareness and prevention actions through outreach activities.

**Strategy:**

Homeland Preparedness Project (HPP) will work with the County to mitigate Arbovirus through an integrated strategy of awareness, outreach, and preparedness.

**Recruiting:**

- HPP will recruit volunteers through a variety of outlets, including radio and print media, the Internet, and presenting programs at civic and public venues. (Capability 15.1)
  - HPP will utilize existing media contacts, Public Service Announcements, and existing community group contacts to generate publicity for the campaign.
  - HPP will conduct presentations to civic groups and other potential volunteer groups identified by HPP and the Public Health Preparedness Team (PHPT), including churches, PTA's, and civic associations. (Capability 1.2)
- HPP will provide initial contact for potential volunteers through phone and electronic communication. HPP will provide interested volunteers with appropriate information supplied by the PHPT in electronic format via the Internet. (Capability 15.1)
  - Electronic versions of general information about the program, applications, and other relevant material will be available on the HPP website for people who are interested in volunteering. These documents may also be e-mailed to prospects when requested and appropriate.
  - HPP will actively promote the use of electronic media such as e-mail and Internet materials as resources for people who are interested in volunteering.

*2833 Cytherea Circle  
Alvin, TX 77511  
281-844-3653*



- Continued -

- In the limited instances when the prospective volunteer does not have Internet or e-mail access, or access to other locations where printed materials are available, hard copy of requested information will be mailed to the prospect at HPP's expense.
- The PHPT will be responsible for producing and providing printed materials for distribution by HPP at public events, for requested mailings and public distribution sites, and on-site presentations.
- Additionally, HPP will place the provided printed materials in public locations e.g. Court House, Libraries, etc. (Capability 15.1)
- HPP will provide the PHPT with a list of all identified potential volunteers on a quarterly basis. (Capability 15.1)
- The PHPT will designate a contact person and an alternate contact person that will communicate with HPP.
- HPP will provide screening of potential volunteers based on the following criteria:
  - Prospect must have attained his/her 18<sup>th</sup> birthday, or 16<sup>th</sup> birthday when accompanied by a responsible adult, prior to initial orientation.
  - Prospect must be available for deployment during a Public Health Emergency
  - Prospects will be screened using the US Department of Justice online sex offenders database
- HPP will advise volunteers that they are ineligible if they do not meet the basic criteria and direct them to more appropriate volunteer opportunities, if available.
- The PHPT is solely responsible for final selection or rejection of potential volunteers. The PHPT will advise HPP which volunteers are approved/rejected.
- The PHPT will advise those volunteers who are rejected of their status.

**Awareness:**

- HPP will provide Arbovirus Program orientation for those selected when sufficient numbers of volunteers are selected and at a time and place agreed to by HPP and the PHPT. Class size and availability of staff and resources will determine when training will be held. (Capability 15.1)
- Orientation will consist of a maximum of 3 hours per volunteer.
- HPP will work with the PHPT to develop appropriate orientation topics based on State and Federally approved materials and requirements.
- The PHPT will produce all orientation materials to be provided to volunteers.
- HPP will distribute the provided orientation materials during the Orientation per the instructions of the PHPT.
- HPP will check each volunteer who completes the orientation against the public US Department of Justice Sex Offenders Registry website by name and Date of Birth.
- HPP will encourage all Medical Professionals who complete Orientation to register with the Texas Disaster Volunteer Registry. (Capability 15.1)
- Additional Awareness activities will include providing awareness information to the community through public programs, written materials, and other activities.

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- Continued -

**Outreach:**

- HPP will develop and conduct Outreach activities based on needs identified by the County. These may include neighborhood meetings, door-to-door campaigns, or other activities designed to reach those who are most ~~most~~ likely to be impacted by Arbovirus.
- HPP will work with the County to develop outreach materials and programs that best meet the needs of the County.
- The County will be responsible for the production and printing of any materials used for outreach.

**Preparedness:**

- HPP will maintain a database of volunteers who are recruited for the Arbovirus program. This database will contain contact and orientation status for all volunteers. (Capability 15.1)
- HPP will maintain, as a part of its existing web presence, an informational website for Fort Bend County volunteers and will allow them to track their service hours through the HPP online database.
- HPP will administer the Texas Disaster Volunteer Registry for those volunteers who self-identify as licensed medical professionals. (Capability 15.1)
- HPP will work with the PHPT to facilitate activities and to identify additional service opportunities for the volunteers. (Capability 1.4)
- HPP recognizes the importance of continued engagement for the retention of volunteers. To that end, HPP will facilitate and promote continuing volunteer opportunities for those who have completed the orientation. (Capability 1.4)
- HPP will develop retention and recognition programs for the volunteers to encourage them to remain active in the program. These programs will include service level recognition, awards, and other methods to increase retention of volunteers.
  - HPP will be responsible for the costs of the retention and recognition programs.
- HPP will offer Advanced Training on topics related to Arbovirus response. This training will be developed in coordination with the County to meet mission-specific needs.

**Deliverables:**

HPP will provide the following:

**1. Awareness**

- Arbovirus Response Volunteer recruiting services for the County.
- During each reporting period HPP will perform a minimum of the following:
  - Add 15 volunteers to the volunteer roster during each reporting period.
  - Attend 3 meetings related to recruiting of volunteers.
  - Provide a minimum of one (1) Orientation per reporting period.

**2. Outreach**

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- Continued -

- Perform at least 50 outreach activities during the contract period.

### 3. Preparedness

- Perform quarterly updates to the online Fort Bend County Medical Reserve Corps unit profile with the Medical Reserve Corps National website.
- Offer two Advanced Training Opportunities per reporting period.

### 4. Reporting

Produce activity reports on the following schedule:

Monthly reports:

A report will be due on the 10<sup>th</sup> of each month outlining prior month activities for the duration of the contract. That report will include:

- Number of volunteers participating in events each month.
- The number of events held each month.
- The number of volunteer hours provided during the report month.
- The number of residents impacted by the activity, when possible.

Quarterly reports:

Report	Reporting Period Start Date	Reporting Period End Date	Report Due Date
Report 1	Contract Acceptance Date	30 JUL 17	10 AUG 17
Report 2	01 AUG 17	30 NOV 17	10 DEC 17
Report 3	01 DEC 17	31 MAR 18	10 APR 18
Final Report	01 APR 18	30 JUN 18	30 JUN 18

Each quarterly report will include the following data:

- Number of volunteers recruited during the reporting period.
- Number of volunteers completing orientation during the reporting period.
- A complete listing of all volunteer data to date including names, addresses, phone numbers and e-mail addresses (when available).
- Number of orientations completed during the reporting period.
- Date and location of all outreach activities.
- Date and location of all Advanced trainings.
- Copies of all sign-in sheets for the reporting period.

All reports will be provided electronically to the PHPT Lead in Excel format using the template agreed upon by the parties.

### 5. Performance

The deliverables described above represent the minimum performance requirements related to this professional services contract. If Fort Bend County believes HPP has failed to meet these standards during any reporting period, Fort Bend County must notify HPP in writing of the deficiency. HPP will have 15 days from the date the notice is received to rectify the deficiency. If the deficiency is not corrected within 15 days, Fort Bend may reconsider the contract and may terminate the contract by giving appropriate written notice as stated in this contract. Payment for all work done up to the termination date will be due and payable by the date of termination.

### **Resource Requirements:**

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- Continued -

HPP will provide one full time equivalent staff with administrative support to perform recruiting, orientation, and advanced training services to the County. This team member will work closely with the County staff to meet the team's objectives.

Due to the nature of volunteerism, HPP cannot guarantee any specific number of volunteers will be enrolled, oriented, and/or trained. We will make all reasonable efforts to meet the County's goals for volunteers.

HPP will provide all equipment for presentations related to this project.

**Information and Data:**

At the end of the contract period, HPP will provide the County with a complete copy of all volunteer data related to this program including names, addresses, contact information, and detailed data relating to activity by the volunteers under this program. A copy of the data will be provided in electronic format and will be the property of the County.

**Fee:**

The cost to Fort Bend County for the proposed services will be \$75,000. The fee will be paid in five payments. The first payment of \$15,000 must be received by HPP before HPP provides any services under this contract. Four (4) subsequent payments of \$15,000 will be made based on the submission of quarterly invoices submitted with activity reports as described in Section 1 – Deliverables to Fort Bend County Health and Human Services. The period of the program will be from contract acceptance to 30 JUN 18. If either party wishes to change the scope or nature of the services provided under this contract, both parties must agree to the proposed change in writing prior to those changes taking effect.

<b>Payment Due</b>	<b>Amount</b>
Contract Acceptance	\$15,000
10 AUG 17	\$15,000
10 JAN 18	\$15,000
10 APR 18	\$15,000
30 JUN 18	\$15,000
<b>Total</b>	<b>\$75,000</b>

HPP shall submit invoices to Fort Bend County and Fort Bend County shall pay each statement within thirty (30) days after the County's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by HPP to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such statement.

Fort Bend County will be responsible for payment in full of all payments outstanding under this contract. All monies paid to HPP are non-refundable.

Prior to the execution of this Contract, HPP has been advised by Fort Bend County, and HPP clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$75,000.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by Fort Bend County.

HPP does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that HPP may become entitled to hereunder and the total maximum sum that Fort Bend County shall become liable to pay to HPP hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$75,000.00.

**Notices**

Written notices as required under this contract will be made to the parties at the addresses listed below:

Homeland Preparedness Project

2833 Cytherea Circle  
Alvin, TX 77511  
281-844-3653

- Continued -  
Attn: Executive Director  
2833 Cytherea Circle  
Alvin, TX 77511

Ft. Bend County Public Health Preparedness Team  
Attn: David W. Olinger  
PHP Coordinator  
Fort Bend County HHS  
4520 Reading Rd., STE A  
Rosenberg, TX 77471



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Bill Ray, Executive Director

25 MAR 17

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Date

2833 Cytherea Circle  
Alvin, TX 77511  
281-844-3653

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Homeland Preparedness Project  
ALVIN, TX United States

Certificate Number:  
2017-226473

Date Filed:  
06/20/2017

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

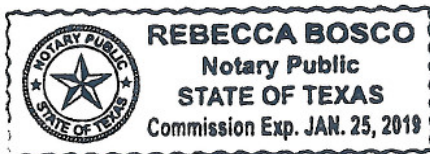
RFP 07-038  
RFP 07-038 Addendum to Public Health Volunteer Coordination Contract

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Winter, David	College Place, WA United States	X	
	Dick, Deanna	Santa Fe, TX United States	X	
	Ray, Bill	Alvin, TX United States	X	

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Bill Ray, this the 21st day of June, 20 17, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of officer administering oath

Rebecca Bosco  
\_\_\_\_\_  
Printed name of officer administering oath

Office Manager  
\_\_\_\_\_  
Title of officer administering oath