

DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. 537-18-0187-00001

AMENDMENT NO. 01

RENEWAL

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency") and **FORT BEND COUNTY HEALTH AND HUMAN SERVICES** ("Grantee"), who are collectively referred to herein as the "Parties" or singularly as the "Party," to that certain Cities Readiness Initiative Contract effective July 1, 2017, and denominated DSHS Contract No. 537-18-0187-00001, now desire to amend the Contract.

WHEREAS, System Agency has elected to extend the term of the Contract to allow continued support of the projects in accordance with Section III of the Contract Signature Document;

WHEREAS, the parties desire to correct the section numbering in the Signature Document;

WHEREAS, the Parties desire to revise the Budget to add funds for the Contract period beginning July 1, 2018, through June 30, 2019 (hereinafter referred to as "Fiscal Year 2019" or "FY2019");

WHEREAS, the Parties desire to revise the FY2018 Statement of Work; and

WHEREAS, the Parties desire to add the FY2019 Statement of Work.

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

1. The section numbering in the Signature Document is hereby corrected to reflect a sequential order.
2. **SECTION III** of the Signature Document, **DURATION**, is hereby amended to reflect a revised termination date of June 30, 2019.
3. **SECTION IV** of the Signature Document, **BUDGET**, is hereby amended to add **ONE HUNDRED FORTY-TWO THOUSAND SIX HUNDRED EIGHTEEN DOLLARS (\$142,618.00)** in federal funding with the Grantee providing a total of **FOURTEEN THOUSAND TWO HUNDRED NINETY DOLLARS (\$14,290.00)** in match funds, for a total Contract amount not to exceed **TWO HUNDRED EIGHTY-FIVE THOUSAND TWO HUNDRED THIRTY-SIX DOLLARS (\$285,236.00)**. All expenditures under the Contract will be in accordance with the revised budget set forth herein. Funds provided in support of one Contract activity may only be used for that activity and may not be comingled with other funds provided under this Contract.

4. **SECTION VI** of the Signature Document, **LEGAL NOTICES**, is amended to replace the System Agency information in its entirety with the following:

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

5. **SECTION VII** of the Signature Document, **ADDITIONAL GRANT INFORMATION**, is supplemented with the following grant information:

Federal Award Identification Number (FAIN): 1 NU90TP921879-01-00
Awarding Official Contact Information:
Stephany Vento
1600 Clifton Road, MS D29
DSLRL
Atlanta, GA 30329
Phone: 404-960-9023
DUNS: 081497075

6. The Parties agree to add the following new Section VIII to the Signature Document:

VIII. NOTICE TO PROCEED

Funding for this Contract is dependent on the award of the applicable federal grant. No FY 2019 work may begin and no charges may be incurred until the System Agency issues a written notice to proceed to Grantee. This Notice to Proceed may include an amended or ratified budget which will be incorporated into this Contract by a subsequent amendment, as necessary. Notwithstanding the preceding, at the discretion of the System Agency, Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance as defined by 2 CFR §200.309.

7. **ATTACHMENT A, STATEMENT OF WORK**, is deleted in its entirety, and replaced with **ATTACHMENT A.1, FY2018 STATEMENT OF WORK**.

8. **ATTACHMENT B, BUDGET** is hereby amended by deleting the budget table in its entirety and replacing it with the following:

Budget Categories	FY18 Budget Summary (7/1/17 – 6/30/18)	FY19 Budget Summary (7/1/18 – 6/30/19)	Total Budget Summary
Personnel	\$43,451.00	\$48,870.00	\$92,321.00
Fringe Benefits	\$19,464.00	\$18,984.00	\$38,448.00
Travel	\$3,039.00	\$2,218.00	\$5,257.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$6,383.00	\$2,265.00	\$8,648.00
Contractual	\$72,000.00	\$72,000.00	\$144,000.00
Other	\$12,552.00	\$12,571.00	\$25,123.00
Sum of Direct Costs	\$156,889.00	\$156,908.00	\$313,797.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Sum of Direct Costs and Indirect Costs	\$156,889.00	\$156,908.00	\$313,797.00
Less Match (Cash or In-Kind)	\$14,271.00	\$14,290.00	\$28,561.00
TOTAL	\$142,618.00	\$142,618.00	\$285,236.00

It is agreed that Grantee shall provide matching funds in the amount of **\$28,561.00**.

9. The Parties agree to add **ATTACHMENT A.2, STATEMENT OF WORK**, which is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
10. This Amendment No. 01 shall be effective as of the date last signed below.
11. Except as amended and modified by this Amendment No. 01, all terms and conditions of the Contract shall remain in full force and effect.
12. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 01
SYSTEM AGENCY CONTRACT NO. 537-18-0187-00001**

**TEXAS DEPARTMENT OF STATE HEALTH
SERVICES**

**FORT BEND COUNTY HEALTH AND HUMAN
SERVICES**

By: _____

David Gruber

Name: _____

Associate Commissioner
Regional and Local Health Operations

Title: _____

Date of Execution: _____

Date of Execution: _____

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

ATTACHMENT A.1 - FY2018 STATEMENT OF WORK

ATTACHMENT A.2 - FY2019 STATEMENT OF WORK

ATTACHMENT C- FFATA

ATTACHMENT A.1
STATEMENT OF WORK
(July 1, 2017 through June 30, 2018)

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A.** Perform activities in Fort Bend County (hereinafter the "Jurisdiction") in support of the Public Health Emergency Preparedness Cooperative Agreement from the Centers for Disease Control and Prevention (CDC) and further the 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.
- B.** 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.
- C.** Cooperate with System Agency 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 for Regional and Local Health Operations, 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.
- D.** Utilize the Texas Medical Countermeasure (MCM) Strategy Document, as amended, 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. The Texas MCM Strategy Document is available at: <https://www.dshs.texas.gov/commmprep/sns.aspx> or by contacting the Strategic National Stockpile (SNS) Central Office Team at SNS@dshs.texas.gov. To accomplish this, Grantee will meet the planning and operational standards as outlined in Sections I(B)-(U) of this Contract, and the current Operational Readiness Review (ORR) Tool, as amended, that applies to the following Public Health Emergency Preparedness Capabilities:
 - 1. Primary Capabilities:
 - a. Capability 8: Medical Countermeasure Dispensing; and
 - b. Capability 9: Medical Materiel Management and Distribution.
 - 2. Support Capabilities:
 - a. Capability 1: Community Preparedness;
 - b. Capability 3: Emergency Operations Coordination;

ATTACHMENT A.1
STATEMENT OF WORK
(July 1, 2017 through June 30, 2018)

- c. Capability 4: Emergency Public Information and Warning;
 - d. Capability 6: Information Sharing;
 - e. Capability 14: Responder Safety and Health; and
 - f. Capability 15: Volunteer Management.
- E.** Conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program (HSEEP) guidance.
- F.** Complete and submit the Operational Readiness Review (ORR) forms in DCIPHER and provide supporting documentation to System Agency SNS SharePoint twenty (20) business days prior to review. The review takes place every other year. Documentation will still be required annually.
- 1. Provide updated distribution data document (official name to be determined) for submission to System Agency SNS SharePoint by April 1, 2019;
 - 2. Perform and submit metrics (data collection sheets) on each of the three (3) SNS operation drills (at pre-identified Point of Dispensing {POD} locations and existing call-down rosters) to DSHS SharePoint and submit After Action Reviews/Improvements sixty (60) days after completion of the drill or by April 1, 2018, to the preparednessexercise@dshs.texas.gov inbox. Acceptable drills include:
 - a. Staff Call Down;
 - b. Facility Set-up; and
 - c. POD Activation.
 - 3. Participate in and attend the regional MCM seminar, when held every other year.
- G.** Complete and submit MCM Action Plans to Public Health Regional Coordinator and the DSHS SNS Email (SNS@DSHS.texas.gov) twice a year, on December 20th and June 20th.
- H.** Submit a current multi-year training & exercise plan that covers FY18 through FY23 to System Agency within an established timeframe designated by System Agency.
- I.** Conduct one (1) dispensing Full Scale Exercise (FSE) within the designated CRI/MSA planning areas within the 2017 to 2022 performance period. FSE must include a hospital or health care coalition component. All jurisdictions must conduct exercise in accordance with System Agency requirements; Contractor will submit FSE to System Agency according to System Agency requirements.
- J.** Have plans, processes, and training in place to meet National Incident Management System (NIMS) compliance requirements.

ATTACHMENT A.1
STATEMENT OF WORK
(July 1, 2017 through June 30, 2018)

K. If using volunteers as provided for in this Contract during FY18, which encompasses the Contract term of July 1, 2017, to June 30, 2018, then the Grantee must either:

1. Request access to the Texas Disaster Volunteer Registry (TDVR) from the State Emergency System for Advanced Registration of Volunteer Health Professionals (ESAR-VHP) System Administrator, and enter all volunteer data into the system using the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or
2. Petition System Agency in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP-compliant, web-based volunteer management system that meets the following federal requirements:
 - a. Must offer Internet-based registration;
 - b. Volunteer information is collected and maintained in a manner consistent with all federal, state and local laws governing security and confidentiality;
 - c. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority;
 - d. Must be able to verify the credentials of the 20 mandated professions;
 - e. Must be able to assign to one of four emergency credential levels;
 - f. Must be able to identify volunteers willing to participate in a federally coordinated emergency response;
 - g. Must be able to re-verify professional credentials every 6 months;
 - h. Must have the ability to include the differing scope of work information for each of the 20 mandated professions;
 - i. Must be able to record all volunteer health professional affiliations;
 - j. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE); and
 - k. Additionally, the fully operational, ESAR-VHP-compliant, web-based volunteer management system must be able to register, collect, and verify the credentials and qualifications of the health professionals entered into the system.

L. Submit programmatic reports as directed by System Agency in a format specified by System Agency 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 will provide System Agency other reports, including financial reports, and any other reports that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.

ATTACHMENT A.1
STATEMENT OF WORK
(July 1, 2017 through June 30, 2018)

- M.** Complete an End-of-Year Performance Report in a format specified by System Agency no later than August 15, 2018.
- N.** In the event of a local, state, or federal emergency the Grantee has the authority to utilize approximately five percent (5%) of the Grantee's staff's time supporting this Contract for response efforts. System Agency will reimburse Grantee up to five percent of this Contract funded by Centers for Disease Control and Prevention (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 Assigned Contract Manager in writing when this provision is implemented.
- O.** In the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are not currently performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from System Agency.
- P.** 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.
- Q.** Match funds awarded for this Contract 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 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.

Grantee will provide matching funds for this Contract not less than ten percent (10%) of the Contract amount as set forth in **Attachment B, Budget**. Cash match is defined as an expenditure of cash by the Grantee on allowable costs of this Contract that are borne by the 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 the Grantee. 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 Grantee's (or subcontractor's) records;

ATTACHMENT A.1
STATEMENT OF WORK
(July 1, 2017 through June 30, 2018)

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. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
 10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Contract term.
- R.** 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.** Initiate the purchase of approved equipment no later than June 30, 2018, as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2018. In addition, all equipment and supplies must be received by Grantee not later than forty-five (45) calendar days following the end of the Contract term.
- T.** Comply with the following documents and resources, as amended, which 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.hhs.gov/hseep/>;
 3. Preparedness program guidance(s) as provided by System Agency and CDC;
 4. Receiving, Distributing, and Dispensing Strategic National Stockpile Assets: A Guide to Preparedness Version 11: System Agency SNS SharePoint site, Shared Documents/SNS Program Resources & Guidance/2017-2018_SNS Program Requirements;
 5. Medical Countermeasure Operations Readiness Strategy 2014-2017:
<https://www.dshs.texas.gov/commmprep/sns/MCM-Operational-Readiness-Strategy-FINAL/>;
 6. System Agency and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120104CONT15;
 7. Presidential Policy Directive 8/PPD-8, March 30, 2011:
<http://www.hhs.gov/wh/opa/2011/04/PPD-8-Preparedness.pdf>;

ATTACHMENT A.1
STATEMENT OF WORK
(July 1, 2017 through June 30, 2018)

8. Community Preparedness Section Exercise Team Web Site:
<http://www.dshs.texas.gov/commprep/exercises.aspx>; and
 9. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
<http://www.texasprepares.org/survivingdisaster.htm>.
- U. Comply with all applicable federal and state laws, rules, and regulations, as amended, 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.

II. PERFORMANCE MEASURES

- A. The System Agency will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.
- B. Grantee will meet and report Performance Measures based on requirements that are developed in coordination with System Agency for the Grantee's project as provided in Section I. Grantee must also demonstrate adherence to CRI reporting deadlines 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 current fiscal year CRI base award.
- C. System Agency will send a requirements schedule for reporting these Performance Measures within thirty (30) days of the Contract start date.

III. INVOICE AND PAYMENT

- A. Grantee will request reimbursement using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.texas.gov/grants/forms.shtm>. Voucher and supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below. Additionally, the Grantee will submit the Financial Status Report (FSR-269A) and the Match Certification Form (B-13A). Vouchers, supporting documentation, Financial Status Reports, and Match Certification Forms should be mailed, faxed or emailed to the addresses below:

Department of State Health Services
Claims Processing Unit, MC 1940
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.texas.gov, Php.vouchersupport@dshs.texas.gov &
CMSInvoices@dshs.texas.gov

ATTACHMENT A.1
STATEMENT OF WORK
(July 1, 2017 through June 30, 2018)

B-13, B-13A, and supporting documentation should be sent to: invoices@dshs.texas.gov, Php.vouchersupport@dshs.texas.gov & CMSInvoices@dshs.texas.gov

FSRs should be sent to: invoices@dshs.texas.gov, Php.vouchersupport@dshs.texas.gov, FSRGrants@dshs.texas.gov & CMSInvoices@dshs.texas.gov

- B.** Grantee will be reimbursed on a monthly basis and in accordance with the Budget in **Attachment B** of this Contract.
- C.** System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. System Agency Program will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Contract amount as approved for this Contract, 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.
- D.** Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total amount of the Contract funded by System Agency. 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 System Agency. 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, the 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.

ATTACHMENT A.2
STATEMENT OF WORK
(July 1, 2018 through June 30, 2019)

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A.** Perform activities in Fort Bend County (hereinafter the "Jurisdiction") in support of the Public Health Emergency Preparedness Cooperative Agreement from the Centers for Disease Control and Prevention (CDC) and further the 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.
- B.** 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.
- C.** Cooperate with System Agency 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 for Regional and Local Health Operations, 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.
- D.** Utilize the Texas Medical Countermeasure (MCM) Strategy Document, as amended, 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. The Texas MCM Strategy Document is available at: <https://www.dshs.texas.gov/commmprep/sns.aspx> or by contacting the Strategic National Stockpile (SNS) Central Office Team at SNS@dshs.texas.gov. To accomplish this, Grantee will meet the planning and operational standards as outlined in Sections I(B)-(X) of this Contract, and the current Operational Readiness Review (ORR) Tool, as amended, that applies to the following Public Health Emergency Preparedness Capabilities:
 - 1. Primary Capabilities:
 - a. Capability 8: Medical Countermeasure Dispensing; and
 - b. Capability 9: Medical Materiel Management and Distribution.
 - 2. Support Capabilities:
 - a. Capability 1: Community Preparedness;
 - b. Capability 3: Emergency Operations Coordination;

ATTACHMENT A.2
STATEMENT OF WORK
(July 1, 2018 through June 30, 2019)

- c. Capability 4: Emergency Public Information and Warning;
 - d. Capability 6: Information Sharing;
 - e. Capability 14: Responder Safety and Health; and
 - f. Capability 15: Volunteer Management.
- E.** Conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program (HSEEP) guidance.
- F.** Complete and submit the Operational Readiness Review (ORR) forms in DCIPHER and provide supporting documentation to System Agency SNS SharePoint twenty (20) business days prior to review. The review takes place every other year. Documentation will still be required annually.
- 1. Provide updated distribution data document (official name to be determined) for submission to System Agency SNS SharePoint by April 1, 2019;
 - 2. Perform and submit metrics (data collection sheets) on each of the three (3) SNS operation drills (at pre-identified Point of Dispensing {POD} locations and existing call-down rosters) to DSHS SharePoint and submit After Action Reviews/Improvements sixty (60) days after completion of the drill or by April 1, 2018, to the preparednessexercise@dshs.texas.gov inbox. Acceptable drills include:
 - a. Staff Call Down;
 - b. Facility Set-up; and
 - c. POD Activation.
 - 3. Participate in and attend the regional MCM seminar, when held every other year.
- G.** Complete and submit MCM Action Plans to Public Health Regional Coordinator and the DSHS SNS Email (SNS@DSHS.texas.gov) twice a year, on December 20th and June 20th.
- H.** Submit a current multi-year training & exercise plan that covers FY18 through FY23 to System Agency within an established timeframe designated by System Agency.
- I.** Conduct one (1) dispensing Full Scale Exercise (FSE) within the designated CRI/MSA planning areas within the 2017 to 2022 performance period. FSE must include a hospital or health care coalition component. All jurisdictions must conduct exercise in accordance with System Agency requirements; Contractor will submit FSE to System Agency according to System Agency requirements.
- J.** Have plans, processes, and training in place to meet National Incident Management System (NIMS) compliance requirements.

ATTACHMENT A.2
STATEMENT OF WORK
(July 1, 2018 through June 30, 2019)

K. If using volunteers as provided for in this Contract during FY19, which encompasses the Contract term of July 1, 2018, to June 30, 2019, then the Grantee must either:

1. Request access to the Texas Disaster Volunteer Registry (TDVR) from the State Emergency System for Advanced Registration of Volunteer Health Professionals (ESAR-VHP) System Administrator, and enter all volunteer data into the system using the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or
2. Petition System Agency in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP-compliant, web-based volunteer management system that meets the following federal requirements:
 - a) Must offer Internet-based registration;
 - b) Volunteer information is collected and maintained in a manner consistent with all federal, state and local laws governing security and confidentiality;
 - c) Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority;
 - d) Must be able to verify the credentials of the 20 mandated professions;
 - e) Must be able to assign to one of four emergency credential levels;
 - f) Must be able to identify volunteers willing to participate in a federally coordinated emergency response;
 - g) Must be able to re-verify professional credentials every 6 months;
 - h) Must have the ability to include the differing scope of work information for each of the 20 mandated professions;
 - i) Must be able to record all volunteer health professional affiliations;
 - j) Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE); and
 - k) Additionally, the fully operational ESAR-VHP-compliant, web-based volunteer management system must be able to register, collect, and verify the credentials and qualifications of the health professionals entered into the system.

L. Submit programmatic reports as directed by System Agency in a format specified by System Agency 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 will provide System Agency other reports, including financial reports, and any other reports that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.

M. Complete an End-of-Year Performance Report in a format specified by System Agency no

ATTACHMENT A.2
STATEMENT OF WORK
(July 1, 2018 through June 30, 2019)

later than August 15, 2019.

- N. In the event of a local, state, or federal emergency the Grantee has the authority to utilize approximately five percent (5%) of the Grantee's staff's time supporting this Contract for response efforts. System Agency will reimburse Grantee up to five percent of this Contract funded by Centers for Disease Control and Prevention (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 Assigned Contract Manager in writing when this provision is implemented.
- O. In the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are not currently performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from System Agency.
- P. 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.
- Q. Match funds awarded for this Contract 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 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.

Grantee will provide matching funds for this Contract not less than ten percent (10%) of the Contract amount as set forth in **Attachment B, Budget**. Cash match is defined as an expenditure of cash by the Grantee on allowable costs of this Contract that are borne by the 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 the Grantee. 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 Grantee's (or subcontractor's) records;
- 4. Be documented, including methods and sources, in the approved budget (applies only to

ATTACHMENT A.2
STATEMENT OF WORK
(July 1, 2018 through June 30, 2019)

- 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. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
 10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Contract term.
- R.** 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.** Initiate the purchase of all equipment approved in writing by the System Agency in the first quarter of the FY19 Contract term (July 1, 2018 – June 30, 2019), 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 assigned System Agency contract manager.
- T.** Maintain an inventory of equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the assigned System Agency contract manager 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.
- U.** Not use System Agency funds to purchase buildings or real property without prior written approval from the System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.
- V.** At the expiration or termination of this Contract for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency. Title may be transferred to any other party designated by System Agency. The System

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Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

W. Comply with the following documents and resources, as amended, which 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/DSLR_capabilities_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 System Agency and CDC;
4. Receiving, Distributing, and Dispensing Strategic National Stockpile Assets: A Guide to Preparedness Version 11: System Agency SNS SharePoint site, Shared Documents/SNS Program Resources & Guidance/2017-2018_SNS Program Requirements;
5. Medical Countermeasure Operations Readiness Strategy 2014-2017:
<https://www.dshs.texas.gov/commprep/sns/MCM-Operational-Readiness-Strategy-FINAL/>;
6. System Agency and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120104CONT15;
7. Presidential Policy Directive 8/PPD-8, March 30, 2011:
<http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf>;
8. Community Preparedness Section Exercise Team Web Site:
<http://www.dshs.texas.gov/commprep/exercises.aspx>; and
9. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
<http://www.texasprepares.org/survivingdisaster.htm>.

X. Comply with all applicable federal and state laws, rules, and regulations, as amended, 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.

II. PERFORMANCE MEASURES

- A.** The System Agency will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.
- B.** Grantee will meet and report Performance Measures based on requirements that are developed in coordination with System Agency for the Grantee's project as provided in Section I. Grantee must also demonstrate adherence to CRI reporting deadlines and the capability to receive, stage, store, distribute, and dispense materiel during a public health

ATTACHMENT A.2
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emergency. Failure to meet these requirements may result in withholding a portion of the current fiscal year CRI base award.

- C. System Agency will send a requirements schedule for reporting these Performance Measures within thirty (30) days of the Contract start date.

III. INVOICE AND PAYMENT

- A. Grantee will request reimbursement using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.texas.gov/grants/forms.shtm>. Voucher and supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below. Additionally, the Grantee will submit the Financial Status Report (FSR-269A) and the Match Certification Form (B-13A). Vouchers, supporting documentation, Financial Status Reports, and Match Certification Forms should be mailed, faxed, or emailed to the addresses below:

Department of State Health Services

Claims Processing Unit, MC 1940

P.O. Box 149347

Austin, TX 78714-9347

FAX: (512) 458-7442

EMAIL: invoices@dshs.texas.gov, Php.vouchersupport@dshs.texas.gov & CMSInvoices@dshs.texas.gov

B-13, B-13A, and supporting documentation should be sent to: invoices@dshs.texas.gov, Php.vouchersupport@dshs.texas.gov & CMSInvoices@dshs.texas.gov

FSRs should be sent to: invoices@dshs.texas.gov, Php.vouchersupport@dshs.texas.gov, FSRGrants@dshs.texas.gov & CMSInvoices@dshs.texas.gov

- B. Grantee will be reimbursed on a monthly basis and in accordance with the Budget in **Attachment B** of this Contract.
- C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. System Agency Program will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Contract amount as approved for this Contract, 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.
- D. Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total amount of the Contract funded by System Agency. 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 System Agency. Grantee will repay all or part of advance funds at

ATTACHMENT A.2
STATEMENT OF WORK
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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, the 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, System Agency will reduce the reimbursement request by one-third of the remaining balance of the advance.

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.**

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:
ZIP Code: 9-digits Required www.usps.com <div style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; margin-top: 5px;"></div>	DUNS Number: 9-digits Required www.sam.gov <div style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; margin-top: 5px;"></div>
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits <div style="border: 1px solid black; display: inline-block; width: 300px; height: 20px; margin-top: 5px;"></div>	

Printed Name of Authorized Representative	Signature of Authorized Representative
Title of Authorized Representative	Date

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

Certificate Of Completion

Envelope Id: EB1E690B1C5B44D499449080175BD065	Status: Sent
Subject: Amending 285,236.00; 537-18-0187-00001 Fort Bend Co. HHS A-1; DSHS/CMS/ CPS/CRI	
Source Envelope:	
Document Pages: 30	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1860 Michael Faraday Dr
	Reston, VA 20190
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 167.137.1.17

Record Tracking

Status: Original	Holder: Texas Health and Human Services	Location: DocuSign
April 23, 2018	Commission	
	PCS_DocuSign@hhsc.state.tx.us	

Signer Events	Signature	Timestamp
Patty Melchior Patty.Melchior@dshs.texas.gov Resource Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 160.42.85.8	Sent: April 23, 2018 Viewed: April 23, 2018 Signed: April 23, 2018
David Gruber david.gruber@dshs.texas.gov Associate Commissioner for RLHS Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 67.142.235.252 Signed using mobile	Sent: April 23, 2018 Viewed: April 23, 2018 Signed: April 23, 2018
Robert Hebert county.judge@fortbendcountytexas.gov County Judge Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: April 23, 2018
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		
Jodi Day Jodi.Day@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: April 23, 2018
Deserie Burrell deserie.burrell@dshs.state.tx.us Contract Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: April 23, 2018
CMU Mailbox cmucontracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: April 23, 2018 Viewed: April 23, 2018
Jenetha Jones jenetha.jones@fortbendcountytexas.gov Robert Hebert, County Judge Fort Bend County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: April 23, 2018
David Olinger david.oler@fortbendcountytexas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: April 23, 2018 Viewed: April 23, 2018

Notary Events	Signature	Timestamp
Envelope Summary Events		
Envelope Sent	Hashed/Encrypted	April 23, 2018
Payment Events		
	Status	Timestamps