



Health & Human Services
Environmental Health
Fort Bend County, Texas
4520 READING ROAD ♦ SUITE A-800 ♦ ROSENBERG, TX 77471
OFFICE: 281-342-7469 FAX: 281-342-5572



Michael R Schaffer, MBA, CPO
Division Manager – Environmental Services

01-10-2022

Commissioners' Court
301 Jackson St
Richmond, TX 77469

Judge K.P. George,

Environmental Health respectfully requests the approval to apply for the National Environmental Assessment Reporting System (NEARS) Explorers Program Grant for Five-Thousand Dollars (\$5,000). The duration of the Grant is from February 1, 2023 thru May 31, 2023.

Should you have any questions, please contact Michael R Schaffer at 713-299-9402 or email at Michael.Schaffer@fortbendcountytexas.gov.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael R Schaffer".

Michael R Schaffer, MBA, CPO
Division Manager – Environmental Health

Schaffer, Michael

From: Minter, Jacquelyn
Sent: Wednesday, January 4, 2023 11:26 AM
To: Schaffer, Michael
Subject: Fwd: Approval Request for 2023 National Environmental Assessment Reporting System (NEARS) Explorers Application
Attachments: CC Letter NEARS-CDC Explorer Program 2023.doc; National Environmental Assessment Reporting System.pdf; National Environmental Assessment Reporting System (NEARS) Explorers Application.pdf

Done

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From: Smith, Shaneka <Shaneka.Smith@fortbendcountytexas.gov>
Sent: Wednesday, January 4, 2023 10:54:26 AM
To: Payero, Olga <Olga.Payero@fortbendcountytexas.gov>
Cc: Minter, Jacquelyn <Jacquelyn.Minter@fortbendcountytexas.gov>; Gulley, Samantha <Samantha.Gulley@fortbendcountytexas.gov>; Saldua, Danielle <Danielle.Saldua@fortbendcountytexas.gov>
Subject: FW: Approval Request for 2023 National Environmental Assessment Reporting System (NEARS) Explorers Application

Olga,
FYI, see below, I have approved this. Thank you.

*Shaneka Smith
Chief of Staff
Fort Bend County Judge's Office
401 Jackson Street
Richmond, TX 77469
Main: (281) 344-3950*



From: Minter, Jacquelyn <Jacquelyn.Minter@fortbendcountytexas.gov>
Sent: Wednesday, January 4, 2023 10:48 AM
To: Smith, Shaneka <Shaneka.Smith@fortbendcountytexas.gov>
Subject: Fwd: Approval Request for 2023 National Environmental Assessment Reporting System (NEARS) Explorers Application

Hi Shaneka,

Is this ok to move forward on?

Thanks!

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From: Schaffer, Michael <Michael.Schaffer@fortbendcountytx.gov>

Sent: Wednesday, January 4, 2023 10:40:59 AM

To: Minter, Jacquelyn <Jacquelyn.Minter@fortbendcountytx.gov>

Subject: Fwd: Approval Request for 2023 National Environmental Assessment Reporting System (NEARS) Explorers Application

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From: Schaffer, Michael

Sent: Tuesday, December 27, 2022 4:18:41 PM

To: Smith, Shaneka <Shaneka.Smith@fortbendcountytx.gov>

Cc: Minter, Jacquelyn <Jacquelyn.Minter@fortbendcountytx.gov>

Subject: Approval Request for 2023 National Environmental Assessment Reporting System (NEARS) Explorers Application

Good Afternoon,

There is a funding opportunity in the amount of \$5,000 from the National Environmental Health Association (NEHA) and Center for Disease and Control that I would like to apply for. The issue is that the grant deadline is January 6, 2023, which not enough time, especially due to the holidays, for CAO to review by end of day tomorrow. I am seeking approval from the Judge to apply so that I can make the deadline and then I would put a ratification on next the next available Commissioners' Court after County Attorney's Office is able to review. I have attached the detail of the grant as well as the application that would be submitted.

I appreciate the consideration.

Thanks,

-Michael



Michael R Schaffer, MPH, CPO | Division Manager – Environmental Health
Fort Bend Health & Human Services
Work: 281-238-3589 | Cell: 713-299-9402
Email: Michael.Schaffer@fortbendcountytx.gov
Website: www.fbchhs.org

Confidentiality Statement

The information in this email may be confidential and/or privileged. This email is intended to be reviewed by only the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, or the information contained herein is prohibited. If you have received this email in error, please immediately notify the sender by return email and delete this email from your system. Thank you



COUNTY ATTORNEY
Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON
County Attorney

(281) 341-4555
Fax (281) 341-4557

ATTENTION
Attorney/Client Privileged Document
LEGAL REVIEW FORM

On January 4, 2023, the County Attorney's Office reviewed the following:

Application for National Environmental Assessment Reporting System (NEARS)
(23-EnvHlth-100440)

Comments: No legal terms were submitted for review.

Applications should be submitted for review when there are legal terms and conditions that must be agreed to as a part of the application. The documents submitted for review did not appear to have any legal terms or conditions.

In addition, please remember to submit a copy of this grant award/agreement with any requests for subsequent purchases made for goods or services using funds from this grant award/agreement in order to ensure that all appropriate clauses are added to any agreements with contractors or vendors.

Huma Ahmed

Huma Ahmed
Assistant County Attorney
Regulatory Division, Chief

Historic Courthouse Building, 401 Jackson Street, Third Floor, Richmond, Texas 77469

National Environmental Assessment Reporting System

The National Environmental Assessment Reporting System (<https://www.cdc.gov/nceh/ehs/nears/index.htm>) (NEARS) is an online tool used by jurisdictions across the United States to track environmental assessments that are conducted as a result of foodborne illness investigations. Participating in this program gives agencies access to possible funding opportunities, in-person meetings, and an online community of support. Learn more about each of the benefits and find resources to help gain agency support for enrollment.

Benefits

NEARS User Annual Meetings

- We bring together NEARS Sites and their Administrators and Users for multi-day meetings to learn and share.
- CDC provides NEARS Users a review of the analysis of NEARS data, NEARS platform and data collection, training exercises, and presentations from NEARS Users.
- The next NEARS User Annual Meeting will be held in-person in Atlanta, GA in early spring of 2023.

Online Community

- The NEARS online platform (<https://nears.neha.org/>) is a virtual community to support program participants.
- Within the platform, participants are able to:
 - connect with peers
 - share experiences, resources, and tools
 - ask questions, share NEARS resources
 - access timely and relevant information, announcements, and events
- Review NEARS online community login instructions (<https://www.neha.org/images/resources/NEARS%20NEHA%20community%20powerpoint%20presentation.pdf>)

Explorer Program

The NEARS Explorer Program is an annual funding opportunity offered by the Centers for Disease Control and Prevention (CDC), through us, for regulatory food safety programs to explore involvement in NEARS.

The 2023 Explorer Program will run from February 1st – May 31st, 2023. Applications are open.

Eligibility

State governmental food safety agencies not yet participating in NEARS are eligible to apply for the 2023 Explorer Program. See the list of states and jurisdictions currently participating in NEARS on the CDC website (<https://www.cdc.gov/nceh/ehs/nears/participants.htm>).

Activities Supported by Funding

Funding will support food safety program initiatives to explore involvement in NEARS. Supported activities allow you to:

- Staff time to learn about NEARS, such as:
 - Taking Environmental Assessment Training (EATS) to conduct environmental assessments
 - Participating in a NEARS webinar training session
 - Attending a regional or national NEARS presentation
- Purchase of environmental sampling/other investigation equipment to build capacity in foodborne outbreak investigations
- Ability to use funds to encourage local programs within the state to participate

Expected Deliverables

Each deliverable is designed to be simple and helpful to your team. They include:

- Complete the online Environmental Assessment Training Series (EATS).
- Complete the Introduction to NEARS webinar series hosted by CDC.
- Provide a one-page final report
 - Identify how the funding was able to help your program build capacity in conducting foodborne outbreak investigations (e.g., secured additional equipment, increased environmental assessment knowledge, provided training to staff, etc.)
 - Identify if NEARS is a good fit for your program, if you'd like to register your food safety program to participate in NEARS, and potential challenges to implementation'
- Enrolling in NEARS (optional)

Explorer Program Application (https://forms.office.com/Pages/ResponsePage.aspx?id=L9ohb0vYh0GTABSF8RU2xTKaFgonoP1Fm_myDA_usyJURFI1OEw3N1U5STIXSlpCQkxMV0c0Szg4UC4u)

Contact I
subject=NE

Enrollment Resources

CDC's NEARS Success Stories

This 5-minute video features four current NEARS participants sharing their experiences with the CDC NEARS program.



(<https://youtu.be/-r9aw4Uqe6M>)

NEARS Webinar

This 18-minute webinar provides an overview of CDC's NEARS. It discusses how NEARS can positively impact food safety programs by preventing and reducing future outbreaks. Speakers also discuss success stories from two agencies (New York City Department of Health and Mental Hygiene and the Tennessee Department of Health) that have participated in NEARS. View the full webinar, or the condensed version below.

NEARS Webinar: March 20...



(<https://youtu.be/uVEWwPdSgKg>)

NEARS Webinar- Condens...



(<https://youtu.be/XgRFzZHUoFs>)

Preventing Foodborne Illness Outbreaks: Participation in the National Environmental Assessment Reporting System

This presentation emphasizes the value of collecting and reporting environmental health data and the benefits of participation in NEARS. It highlights the enhanced prevention, intervention, and ultimate improved food safety that result from improved identification of environmental factors contributing to foodborne illness outbreaks. | Presentation Slides
(<https://www.neha.org/Images/resources/NEARS-Presentation-2017.pdf>)

Subaward Agreement

This Subaward Agreement is effective as of the date of the later signature indicated below, between the National Environmental Health Association (NEHA) with its principal place of business, 720 S Colorado Boulevard, Suite 105-A, Denver, Colorado 80246 and [Subrecipient Name]. (hereinafter referred to as "Subrecipient"), with its principal place of business at [Subrecipient Address].

WHEREAS, NEHA wishes to hire Subrecipient to perform the services specified herein for NEHA to enhance the programmatic activities of a grant;

WHEREAS, Subrecipient wishes to perform such services for NEHA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: Subrecipient agrees to provide the goods and/or services to NEHA to enhance the programmatic activities of [Federal Award Identification Number (FAIN)], CFDA # 93.421, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Subrecipient shall act at all times in a professional manner consistent with the standards of the industry.
2. TERM OF AGREEMENT: The term of the Agreement shall begin on [Start Date] through [End Date], unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto.
3. PAYMENT FOR SERVICES: In consideration for services to be performed, NEHA agrees to compensate the Subrecipient a fixed firm amount of [\$Amount] for eligible costs. Eligible costs are those previously approved by NEHA. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective date or following the earlier of the expiration or termination of this AGREEMENT. All payments will be made within 30 days of receipt of final invoice from Subrecipient and following approval by NEHA for approved services, as outlined on Attachment I. The invoice shall itemize all completed activities and associated deliverables that have been provided to NEHA. The final invoice must be received by NEHA no later than 10 days after the end date of the Agreement. Payment will be made via ACH transfer to the account supplied by Subrecipient.
4. PRIOR APPROVAL FOR CHANGES. Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of NEHA; nor shall Subrecipient make any changes, directly or indirectly, in program design or in the Approved Services or in the Approved Budget without the prior written approval of NEHA.

5. CONTINGENCY. The payment of funds to Subrecipient under the terms of this AGREEMENT shall be contingent on the receipt of such funds by NEHA from applicable federal funding sources and shall be subject to Subrecipient's continued eligibility to receive funds under the applicable provisions of state and federal laws and the Notice of Prime Award. If the amount of funds that NEHA receives from state and federal funding sources is reduced, NEHA reserves the right to reduce the amount of funds awarded under, or to terminate, this AGREEMENT. NEHA also reserves the right to deny payment for Subrecipient's expenditures for Approved Services where invoices and/or other reports are not submitted by the deadlines specified in Attachment I below.
6. FINANCIAL MANAGEMENT. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this AGREEMENT in accordance with all applicable federal and state requirements, including without limitation: [(i) the Uniform Guidance, 45 C.F.R. Part 75; (ii) the [HHS Grants Policy Statement]; (iii) the [Title X] statute, regulations and guidelines; and (iv) the Notice of Prime Award].

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Subrecipient shall act as an independent Contractor, and Subrecipient shall not be entitled to any benefits to which NEHA employees may be entitled.
2. PAYMENT OF TAXES AND OTHER LEVIES: Subrecipient shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
3. INDEMNIFICATION: Subrecipient agrees to defend, hold harmless and indemnify NEHA and its directors, officers, employees, representatives, agents, and contractors from and against all losses, costs, damages, claims, expenses, or other liability whatsoever (including all reasonable attorneys' fees) arising out of or connected with Subrecipient's services under this Agreement, including, but not limited to, any accident or injury to persons or property.
4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Without prior written consent of NEHA, Subrecipient may not assign this Agreement nor delegate any duties herein.
6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NEHA and its Primary Funder and in particular may be terminated by NEHA without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NEHA under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NEHA.
7. INTERFERING CONDITIONS: Subrecipient shall promptly and fully notify NEHA of any condition that interferes with, or threatens to interfere with, the successful carrying out of Subrecipient's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Subrecipient of said duties and responsibilities under this Agreement.



8. **CONFIDENTIALITY:** *It is expected that Subrecipient will have access to confidential information of NEHA in the performance of services under this Agreement. Subrecipient agrees not to divulge to any third party, at any time either before or after termination or expiration of this Agreement, any information of NEHA that could reasonably be considered confidential information, whether or not marked as such or defined as confidential by federal, state or local law, and to use commercially reasonable efforts to protect all such confidential information so as to prevent its disclosure. Notwithstanding the foregoing, Subrecipient may file information as required to federal, state or local governments, and disclose information to Subrecipient's or NEHA's auditor for audit purposes.*
9. **OWNERSHIP OF MATERIALS:** Subrecipient hereby transfers and assigns to NEHA all right, title and interest (including copyright rights) in and to all materials created or developed by Subrecipient pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Subrecipient shall inform NEHA in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Subrecipient understands and agrees that Subrecipient shall retain no rights to the Materials and shall assist NEHA, upon reasonable request, with respect to the protection and/or registrability of the Materials. Subrecipient represents and warrants that, unless otherwise stated to NEHA in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the U.S. Centers for Disease Control and Prevention. Subrecipient shall include NEHA in any third party communications and consult with NEHA concerning any programmatic questions.
10. **RESOLUTION OF DISPUTES:** Should disputes arise between the parties during the course of this Agreement, the parties shall make a good faith attempt to resolve disputes through dialogue and negotiation. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the Denver, Colorado before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.
11. **TERMINATION:** Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NEHA will pay Subrecipient for services rendered through the date of termination.
12. **ENTIRE AGREEMENT:** This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
13. **PARTIAL INVALIDITY:** If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the subrecipient.



15. ADDITIONAL FUNDING: Unless prior written authorization is received from NEHA, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
16. REMEDIES FOR MISTAKES: If work that is prepared by the Subrecipient contains errors or misinformation, the Subrecipient will correct error(s) within five business days. The Subrecipient will not charge NEHA for the time it takes to rectify the situation.
17. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via email, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth at the top of this agreement. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.
18. AUTHORITY TO BIND: Each party hereby represents and warrants that the person signing below has the authority to bind such party to this Agreement.

NEHA

By: _____

Gail P. Vail, CPA, CGMA

Associate Executive Director, Finance and
Administration

Date: _____

SUBRECIPIENT

By: _____

Name: _____

Title: _____

Date: _____



Attachment I

Scope of Work

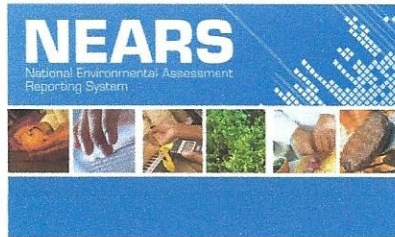


Attachment II

Subaward Data

1.	Subrecipient Name	Insert Subrecipient Name
2.	Subrecipient Unique Entity Identifier:	Insert Subrecipient UEI (from being registered in SAMS)
3.	Federal Award Identification Number (FAIN):	NU38OT000300
4.	Federal Award Date of Award to the Recipient by the Federal Agency:	Insert Award Date from the NOA specific to this project.
5.	Subaward Period of Performance Start Date:	Insert Start Date
	Subaward Period of Performance End Date:	Insert End Date
6.	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$Amount
7.	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$ Amount
8.	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$ Amount
9.	Federal Award Project Description:	National Capacity Building to Advance Environmental Health Professionals and the Public Health System
10.	Name of Federal Awarding Agency:	Department of Health and Human Services
	Name of Pass-Through Entity:	NEHA
	Contact Information for Federal Awarding Official:	Damond Barnes
	Contact Information for NEHA Authorizing Official:	Gail Vail
	Contact Information for NEHA Project Director:	David Dyjack
11.	CFDA Number and Name:	Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health
12.	Identification of Whether Subaward is R&D:	No
13.	Indirect Cost Rate for NEHA Federal Award:	26.2%





National Environmental Assessment Reporting System (NEARS) Explorers Application

NEARS explorer program application due by 5 p.m. ET, Friday January 6th, 2023.

This application is open to state, local, tribal, and territorial government regulatory food safety agencies. However, preference will be given to state government.

* Required

1. Does your agency currently participate in NEARS? If you are unsure, click here to find out: <https://www.cdc.gov/nceh/ehs/nears/participants.htm> *

- ☐ Yes
- ☒ No
- ☐ Unsure

2. Has your agency ever participated in the the NEARS Explorer Program? *

- ☐ Yes
- ☒ No
- ☐ Unsure

3. Agency name:

Please **do not use abbreviations.** *

Fort Bend County Environmental Health

4. Address: *

4520 Reading Road, Suite A-800, Rosenberg, Texas 77471

5. Website address: *

<https://www.fortbendcountytexas.gov/government/departments/environmental-health>

6. Tell us about your agency. Be sure to include a description of how this grant is relevant to or supports your agency's mission and your organizational capacity to address foodborne illness outbreaks (Limit to 500 characters or fewer, including spaces). *

As of 2021, Fort Bend County had an estimated population of 858,527 residents. Fort Bend County is the 10th most populous county in Texas and the 78th most populous county in the United States. Between the 2010 and 2020 decennial Census estimates, Fort Bend County grew by 237,404 residents or by 41% in ten years. In 2020, Fort Bend County had a population of 954.81 per square mile, representing a land area of 861.48 square miles, as of 2010.

The Environmental Health Department (EHD) is a Division of Fort Bend County (FBC) Health and Human Services. We exist to protect the public and consumer health of the residents of Fort Bend County through services that include the inspection and regulation of retail food service establishments, the regulation of on-site sewage disposal systems and enforcing environmental crimes. We currently regulate approximately 2,000 food establishments within FBC.

EHD is moving to align with the Retail Food Program Standards. Within Standard 5 we have recently updated our Foodborne Illness procedures to ensure the following, include environmental sampling:

- Basic Food Law both local regulations and state statutes, specifically the Texas Food Establishment Rules (TFER) that adopted the 2017 FDA food code
- How to conduct an Inspection and look for Foodborne Illness related violations
- How to Report Issues & Observations
- Collecting Surveillance Data
- Beginning and Expanding Investigations
- Conducting Food Hazard and Illness Reviews that would ensure collaboration between Environmental Health and Epidemiology
- Establish protocols with local labs for quick results of food and environmental sampling

Using the Standard 8 modeling we were recently able to acquire additional staffing to support a more robust program that would include the ability to add environmental sampling and

7. Primary contact name (first, last): *

The primary contact will be the primary point of contact between NEHA and your agency for the duration of the NEARS Explorer Program.

Michael Schaffer

8. Primary Contact Email: *

9. Primary Contact Phone: *

10. Email address of the person who is able to sign the subaward agreement (contract) on behalf of your agency: *

11. Phone number of the person who is able to sign the subaward agreement (contract) on behalf of your agency: *

12. Agency's DUNS or SAMS number: *

IF YOU DO NOT KNOW YOUR DUNS/SAMS NUMBER PLEASE DO NOT ATTEMPT TO REGISTER YOUR ORGANIZATION!

Someone internal to your organization (finance or budget) will already have registered, as they are used to do business with the federal government.

DUNS: is your Dun and Bradstreet number: <https://www.dnb.com/duns-number/lookup.html>

UEI is Unique Entity Identifier an organization receives when they are registered in [SAM.gov](https://sam.gov).

Unique Entity Identifier Update | GSA

By April of 2022, the federal government will stop using the DUNS number to uniquely identify



National Environmental Assessment Reporting System (NEARS) Explorers Application



Thanks!

Thank you for your application for the 2023 NEARS Explorer Program. Applicants will be notified after the application portal closes.

[Create my own form](#)

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