

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT 2015-001133-01**



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

- 1. Purpose of the Contract:** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.
- 2. Total Amount:** The total amount of this Contract is \$116,612.00.
- 3. Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
- 4. Term of the Contract:** This Contract begins on 09/01/2014 and ends on 06/30/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
- 5. Authority:** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
- 6. Program Name:** CPS/CRI CPS - Cities Readiness Initiative

## 7. Statement of Work:

### STATEMENT OF WORK:

A. Contractor will perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102CONT14) from the Centers for Disease Control and Prevention (CDC) and further Strategic National Stockpile (SNS) program to comply with the Public Health Emergency Preparedness (PHEP) cooperative agreement's capabilities-based approach, Cities Readiness Initiative (CRI) requirements support the Medical Countermeasure Dispensing and Medical Materiel Management and Distribution capabilities. The Cities Readiness Initiative supports medical countermeasure distribution and dispensing for all-hazards events.

B. In FY15, CDC will implement a new method of evaluating state and local medical countermeasure operational readiness. This new objective assessment is intended to identify medical countermeasure response operational capabilities as well as gaps that may require more targeted technical assistance. CDC designed the new medical countermeasure assessment tool with input from national partner associations and representatives of state and local medical countermeasure program staff.

C. Contractor will reference the CRI Strategy Document and develop plans and infrastructure so the targeted Metropolitan Statistical Area (MSA) is prepared to provide medical countermeasures to the identified population during a large-scale public health emergency. To accomplish this, the Contractor will meet the requirements of:

1. Capability 8: Medical Countermeasure Dispensing; and
2. Capability 9: Medical Materiel Management and Distribution.

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

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

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

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

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

1. DSHS and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120102CONT14;
2. Texas Strategic National Stockpile Program Manual  
<http://www.dshs.state.tx.us/commprep/sns/ProgramManual.aspx>
3. Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:  
[http://www.cdc.gov/phpr/capabilities/DSLRL\\_capabilities\\_July.pdf](http://www.cdc.gov/phpr/capabilities/DSLRL_capabilities_July.pdf);
4. Presidential Policy Directive 8/PPD-8, March 30, 2011:  
<http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf>;
5. Homeland Security Exercise and Evaluation Program (HSEEP) Documents:

<https://www.llis.dhs.gov/HSEEP>;

6. Community Preparedness Section Exercise Team Web Site:

<http://www.dshs.state.tx.us/compred/exercise/>;

7. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):

<http://www.texasprepares.org/survivingdisaster.htm>;

8. Preparedness program guidance(s) as provided by DSHS and CDC;

9. SNS Guidance Version 11;

10. CDC Public Health Emergency Preparedness Cooperative Agreement, Medical Countermeasure Reference Guide; and

11. CRI Strategy Document.

H. Funds awarded for this Contract must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

I. The Contractor is required to provide matching funds for this Program Attachment not less than ten-percent of total costs. Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (<http://www.dshs.state.tx.us/contracts/cfpm.shtm>) for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources must be included in the Contractor's Contract budget and Contractor must follow procedures for generally accepted accounting practices as well as meet audit requirements.

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

K. Contractor will inform DSHS in writing if Contractor will not continue performance under this Program Attachment within thirty days of receipt of an amended standard(s) or guideline(s). DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

L. Contractor will develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

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

N. The Contractor will:

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

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

3. Conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program (HSEEP) guidance;
4. Provide the Annual review and update of Point of Dispensing (POD) standards data for submission to SharePoint by April 1, 2015;
5. Complete and submit the Progress Report provided by DSHS to SharePoint two-weeks prior to review, or complete the Operational Readiness Review (ORR) in a report in a format specified by DSHS;
6. Perform and submit metrics on three SNS operation drills and submit After Action Reviews/Improvements sixty days after completion of the drill or by April 1, 2015.
  - a. Staff Call Down;
  - b. POD Set-up;
  - c. POD Activation;
  - d. Dispensing Throughput; and
  - e. RealOpt usage;
7. Submit three different data collection sheets and AAR/IP to SharePoint by April 1, 2015. Acceptable timeframe from completed data sheets and AAR/IPs for submission is from July 1, 2014 to April 1, 2015;
8. Submit a current Multi-Year Training & Exercise Plan that covers FY15 through FY20 to DSHS by September 2, 2014;
9. Conduct one dispensing Full Scale Exercise (FSE) within the designated CRI/MSA planning areas within the 2011 to 2016 performance period. FSE must include hospital or health care coalition component. All jurisdictions must conduct exercise in accordance with DSHS/ CDC full scale exercise requirements;
10. Have plans, processes, and training in place to meet NIMS compliance requirements;
11. An end-of-year performance report in a format specified by DSHS no later than September 30, 2015; and
12. Submit reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c). If Contractor is legally prohibited from providing such reports, Contractor will immediately notify DSHS in writing.

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

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

Q. Contractor will coordinate activities and response plans within the jurisdiction with the state, regional and other local jurisdictions, among local agencies and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

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

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

T. If using volunteers as provided in Section S above during FY15, the Contractor will be required to take DSHS training on the TDVR system. Within 60 days of this training, Contractors must either:

1. Request access to the TDVR from DSHS Medical Reserve Corp (MRC) and Emergency System to State ESAR-VHP System Administrator; and enter all volunteer data into the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or
2. Petition DSHS 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.

#### PERFORMANCE MEASURES:

A. Contractor will meet and report performance measures based on milestones that are developed in coordination with DSHS for the Contractor's project as provided in the Section I. The Contractor must also demonstrate adherence to PHEP reporting deadline and the capability to receive, stage, store, distribute and dispense materiel during a public health emergency.

Failure to meet these deliverables may result in withholding a portion of the fiscal year 2015 PHEP base award.

B. DSHS will send a schedule for the reporting these Performance Measures within 30 days of the contract start date, which is subject to change as DSHS and CDC modify performance measures and due dates.

C. Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

#### BILLING INSTRUCTIONS:

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

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

Email: [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us)

## 8. Service Area

Fort Bend County

**This section intentionally left blank.**

**10. Procurement method:**

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00034

RLHS GOLIVE CRI PROPOSAL

**11. Renewals:**

Number of Renewals Remaining: 2 Date Renewals Expire: 06/30/2017

**12. Payment Method:**

Cost Reimbursement

**13. Source of Funds:**

93.069

**14. DUNS Number:**

081497075

**This section intentionally left blank.**

## 16. Special Provisions

A. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 14, 2015, for costs incurred between the services dates of September 1, 2014 and June 30, 2015. No expenditures with service dates from September 1, 2014 to June 30, 2015 will be paid after August 14, 2015 from the Budget Period 3 (BP3) allocation. This Subsection supersedes Section 4.03 of the Fiscal Year 2015 Department of State of Health Services General Provisions (Core/Sub Recipient).

B. General Provisions, Funding Article IV, Use of Funds Section 4.03, is amended to include the following: Contractor is allocated (\$ 116,612.00) from September 1, 2014 to June 30, 2015.

Expenditures may not exceed the above allocated amounts within the specified timeframes.

C. General Provisions, Terms and Conditions of Payment Article VI, is revised to include: DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

D. General Provisions, Allowable Costs and Audit Requirements Article VII, is amended to include the following:

For the purposes of this Program Attachment, funds may not be used for: fundraising activities, lobbying, research; construction, major renovations, reimbursement of pre-award costs; clinical care; the purchase of vehicles, funding an award to another party or provider who is ineligible, or backfilling costs for staff new construction, or the purchase of incentive items.

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

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

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

Contractor is required to initiate the purchase of approved equipment no later than June 30, 2015 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2015. In addition, all equipment must be received no later than 45 calendar days following the end of the Program Attachment term.

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

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

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

- a. Contract (this document)      2015-001133-01
- b. General Provisions              Subrecipient General Provisions
- c. Attachments                      Budgets,
- d. Declarations                      Certification Regarding Lobbying, Fiscal Federal Funding  
Accountability and Transparency Act (FFATA) Certification
- e. Exhibits

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

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

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

Name:                                      Fort Bend County  
Vendor Identification Number:

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

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

**Department of State Health Services**

**Fort Bend County Health & Human Services**

By:  
Signature of Authorized Official

By:  
Signature of Authorized Official

Date

Date

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

Name and Title  
Address  
City, State, Zip

Telephone Number

Telephone Number

E-mail Address

E-mail Address

### Budget Summary

Organization Name: Fort Bend County Health & Human Services

Program ID: CPS/CRI

Contract Number: 2015-001133-01

#### Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$30,526.00	\$0.00	\$0.00	\$30,526.00
Fringe Benefits	\$13,168.00	\$0.00	\$0.00	\$13,168.00
Travel	\$955.00	\$0.00	\$0.00	\$955.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$11,963.00	\$0.00	\$0.00	\$11,963.00
Contractual	\$60,000.00	\$0.00	\$0.00	\$60,000.00
Other	\$0.00	\$11,661.00	\$0.00	\$11,661.00
Total Direct Costs	\$116,612.00	\$11,661.00	\$0.00	\$128,273.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$116,612.00</b>	<b>\$11,661.00</b>	<b>\$0.00</b>	<b>\$128,273.00</b>

## CERTIFICATION REGARDING LOBBYING

Organization Name: Fort Bend County Health & Human Services

Contract Number: 2015-001133-01

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.

Applicable

Non- Applicable

Signature of Authorized Individual

Robert Hebert

Date:

08/28/2014

## 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.

Organization Name	Fort Bend County Health & Human Services		
Address	4520 Reading Road, Suite A-100	State	Texas
City	Rosenberg	Zip Code (9 digit)	77471
Payee Name	Fort Bend County		
Address	301 Jackson St Ste 533	State	TX
City	Richmond	Zip Code (9 digit)	77469-3108
Vendor Identification No.		MailCode	055
Payee DUNS No.	081497075		

1. Did your organization have a gross income, from all sources, of more than \$300,000 in your previous tax year?

Yes       No

2. 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

3. 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

4. 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 Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.  
Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1

Name                    Robert E. Sturdivant  
Email                    robert.sturdivant@fortbendcountytexas.gov  
Telephone                (281) 341-3760

FFATA Contact Person #2

Name                    Kaye Reynolds  
Email                    kaye.reynolds@fortbendcountytexas.gov  
Telephone                (281) 238-3519

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

E-Signature	Date
Robert Hebert	08/28/2014