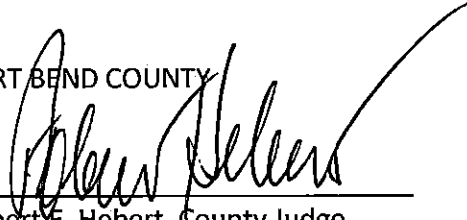




FORT BEND COUNTY



Robert E. Hebert, County Judge

HOMELAND PREPAREDNESS PROJECT



Bill Ray, Executive Director

4-11-2017

Date

3/27/17

Date

ATTEST:



Laura Richard, County Clerk



EXHIBIT A: Public Health Volunteer Coordination Agreement

EXHIBIT B: FY 2017 Department of Homeland Security Standard Terms and Conditions

# EXHIBIT A

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**Public Health Volunteer Coordination Contract  
For  
Fort Bend County Health and Human Services  
2017**



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

**Term:**

This contract will commence upon execution of all parties to this Contract and shall terminate on December 31, 2017. This Contract is subject to termination by any party, without cause, by providing thirty (30) days written notice. This contract may be renewed annually by mutual agreement of the parties in writing.

This Contract is subject to the terms described herein.

**Background:**

Ft. Bend County Health and Human Services is required by the State of Texas to be prepared to provide preventive medication to the entire population of the county in a 48-hour period in the case of a public health emergency. The Health and Human Services Public Health Preparedness Team (PHPT) has developed a plan to accomplish this task that requires approximately 4000 volunteers.

Volunteers are essential to achieve a successful outcome, however, recruiting of volunteers is very time consuming and labor intensive.

The volunteers have also been used for a variety of other activities including staffing alternative treatment centers, offsite triage, shelters or other types of activity for which they are trained.

The Houston Area Urban Area Security Initiative Community Preparedness Working Group has recognized the need for the enhancement of Medical Reserve Corps programs in our region and has provided funding to that end.

Over the past eight years, HPP has developed a Corp of 2975 Medical Reserve Corps Volunteers. After consultation with the PHPT, we believe with this base of volunteers the focus of our efforts should now turn to improving the capability of these volunteers so that they can perform in leadership roles during a public health emergency. To that end, we will provide more in-depth training to the volunteers while continuing to recruit new members in a more limited fashion.

**Operational Requirements:**

When deployed, the Public Health Volunteers will report to a predetermined site, be issued identification items, and be assigned to various tasks required for the operation of one of the Points Of Dispensing or other tasks. Most of these tasks require no medical background and very limited training. Homeland Preparedness Project will not be responsible for any medical training. Homeland Preparedness Project will promote the use of the ESARVHP program for credentialing purposes and encourage current and future licensed medical volunteers to register in the system. When deployed, all volunteers will be under the direction and control of the PHPT.

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

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## Public Health Volunteer Coordination Contract – Continued -

### Strategy:

Homeland Preparedness Project (HPP) will work to increase the capability of our existing MRC volunteers by increasing engagement and recognition.

### Engagement:

- HPP will work to develop cohesive, mission-oriented POD leadership Teams through the efforts of a Volunteer Team Coordinator.
- The Volunteer Team Coordinator (VTC) will:
  - Make direct contact with individuals after they have completed the initial MRC Orientation to help facilitate further engagement with on-going missions.
  - Publish regular updates to all volunteers to further engagement.
  - Publish updates to the HPP website and other social media outlets.
  - Publish press releases and other media items to promote the MRC and its activities.
  - Facilitate training and exercises for mission-focused teams.
  - Track all volunteer training facilitated by or reported to HPP.
  - Maintain contact and application data for all MRC volunteers.
  - Develop and implement a recognition program for MRC volunteers.
  - Recommend additional training needs as identified.
  - Assist in facilitating and/or developing additional training needs.
  - Coordinate with Fort Bend County Volunteer Coordinator and engage CERT volunteers with cross training opportunities.
  - Work with FBCHHS and other stakeholders to coordinate the development of an integrated 5-year strategic plan for the MRC program.

### Deliverables:

HPP will provide the following:

1. Staff will make direct contact with volunteers who have completed orientation to facilitate further participation in MRC activities.
  - 1.1. Minimum performance standard
    - 1.1.1. Personally contact 30 volunteers each reporting period
2. Publish Email updates to all MRC volunteers
  - 2.1. Minimum performance standard
    - 2.1.1. Publish at least one update each month
3. Facilitate training and exercises for mission-focused teams.
  - 3.1. Minimum performance standard
    - 3.1.1. Offer at least seven training opportunities for a mission-focused team during the contract period.
    - 3.1.2. Offer at least three exercises of the mission-focused team during the contract period. Exercises will be coordinated with Fort Bend County Health and Human Services throughout the term of the contract.
4. Update the MRC National website
  - 4.1. Minimum performance standard
    - 4.1.1. At least one update per reporting period.
5. Produce reports describing all activities under this contract
  - 5.1. Minimum performance standard
    - 5.1.1. One report per reporting period
6. Provide and maintain a roster of command staff for each POD location.

### Reporting:

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



- Continued -

HPP will provide performance reports according to the following schedule:

Report	Reporting Period Start Date	Reporting Period End Date	Report Due Date
Report 1	Contract acceptance	30 JUN 17	15 JUL 17
Report 2	01 JUL 17	30 SEP 17	15 OCT 17
Report 3	01 OCT 17	31 DEC 17	15 JAN 18

Each report will include the following data:

- Number of volunteers personally contacted during the reporting period
- Date and time of each email update published
- Copies of each email update
- Number of team trainings and/or exercise offered during the reporting period
- Lists of participants in each team training/exercise

All reports will be provided electronically to the PHPT Lead in Word and/or Excel format.

### **Performance**

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

### **Resource Requirements:**

HPP will provide staff with administrative support to perform volunteer team coordination services to the Ft. Bend PHPT. This team member will work closely with the PHPT staff to meet the team's objectives.

Due to the nature of volunteerism, HPP cannot guarantee any specific number of volunteers will participate in any activity. We will make all reasonable efforts to meet the PHPT's goals for volunteers. HPP expects that it may take several years to train a complete cadre of volunteers for the specific missions of this project.

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

### **Information and Data:**

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

### **Fee:**

The cost to Fort Bend County for the proposed services will be \$50,000. The fee will be paid in four (4) payments. The first payment of \$20,000.00 must be received by HPP before HPP provides any services under this contract. Three (3) subsequent payments of \$10,000.00 will be made based on the submission of invoices submitted with activity reports as described in Section – **Reporting** to Fort Bend County Health and Human Services. The period of the program will be from contract acceptance to 31 DEC 17. If either party wishes to change the scope or nature of the services provided under this contract, both parties must agree to the proposed change in writing prior to those changes taking effect.

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

- Continued -

<b>Payment Due</b>	<b>Amount</b>
Contract Acceptance	\$20000
15 JUL 17	\$10000
15 OCT 17	\$10000
31 DEC 17	\$10000
<b>Total</b>	<b>\$50000</b>

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

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

Prior to the execution of this Contract, HPP has been advised by Fort Bend County, and HPP clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$50,000.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by Fort Bend County.

HPP does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that HPP may become entitled to hereunder and the total maximum sum that Fort Bend County shall become liable to pay to HPP hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$50,000.00.

### **Notices**

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

Homeland Preparedness Project  
Attn: Executive Director  
2833 Cytherea Circle  
Alvin, TX 77511

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

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



- Continued -

**Execution**

This Contract shall not become effective until executed by all parties hereto.

**FORT BEND COUNTY:**

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

\_\_\_\_\_  
Date

Attest:

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

**HOMELAND PREPAREDNESS PROJECT:**



\_\_\_\_\_  
Bill Ray, Executive Director

\_\_\_\_\_  
28 FEB 17  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$50,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Ed Sturdivant, Fort Bend County Auditor

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



# EXHIBIT B

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# The Department of Homeland Security Standard Terms and Conditions 2017

The FY 2017 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2017. The terms and conditions of DHS financial assistance awards flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

## Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

## DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, the recipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

### **Acknowledgment of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

# The Department of Homeland Security Standard Terms and Conditions 2017

## **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

## **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101–12213).

## **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

## **Civil Rights Act of 1964 – Title VI**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

## **Civil Rights Act of 1968**

All recipients must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. § 100.201.)

## **Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

## **Debarment and Suspension**

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

## **Duplication of Benefits**

Any cost allocable to a particular federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or

# The Department of Homeland Security Standard Terms and Conditions 2017

federal award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the federal award terms and conditions.

## **Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

## **Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

## **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729- 3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.)

## **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

## **Federal Leadership on Reducing Text Messaging while Driving**

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

## **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

## **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.

## **Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.



# The Department of Homeland Security Standard Terms and Conditions 2017

## Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or 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 any federal action concerning the award or renewal.

## National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

## Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## Non-supplanting Requirement

All recipients receiving awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

## Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in your award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

## Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

## Procurement of Recovered Materials

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters



# The Department of Homeland Security Standard Terms and Conditions 2017

located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in your award terms and conditions.

## Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in your award terms and conditions.

## SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

## Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

## Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference in your award terms and conditions.

## Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in your terms and conditions.

## USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends 18 U.S.C. §§ 175–175c.

## Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

## Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.



# The Department of Homeland Security Standard Terms and Conditions 2017

## Research Terms and Conditions

Effective with publication of the notice in the Federal Register dated January 17, 2008, DHS research programs will utilize the updated Research Terms and Conditions (RTC) that will address and implement the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200) issued by OMB.

While the Uniform Guidance outlines provisions that are specific to research, these terms and conditions:

- Incorporate the entire Uniform Guidance by reference, clarifying or supplementing select provisions where appropriate and consistent with government-wide research policy
- Incorporate the latest version of the Frequently Asked Questions for the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 (located at <https://cfo.gov/cofar-resources>), and
- Apply to an award when included as part of the award or when incorporated in the award by reference. Use of the RTCs is envisioned as a streamlined approach that supports the implementation of the Uniform Guidance by providing clarification, supplementary guidance, and, where appropriate, selected options, while meeting the spirit and intent of a uniform implementation.

To use the final Research Terms and Conditions and Appendices, see: <http://www.nsf.gov/awards/managing/rtc.jsp>.

A handwritten signature in black ink, consisting of a stylized, cursive 'R' followed by a flourish.

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

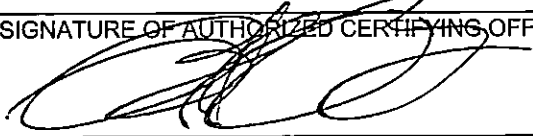
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.  
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <i>Executive Director</i>
APPLICANT ORGANIZATION <i>Home and Preparedness Project</i>	DATE SUBMITTED March 27, 2017

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Homeland Preparedness Project  
ALVIN, TX United States

Certificate Number:  
2017-183715

Date Filed:  
03/27/2017

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

Date Acknowledged:

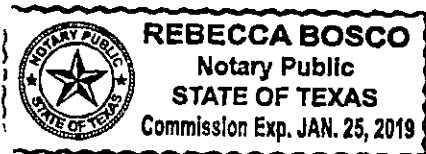
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
SOQ 07-038  
Contract professional Services

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

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

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



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

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Bill Ray, this the 29<sup>th</sup> day of March, 2017, to certify which, witness my hand and seal of office.

Rebecca Bosco      Rebecca Bosco      Office Manager  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-183715

Date Filed:  
03/27/2017

Date Acknowledged:  
04/11/2017

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

Homeland Preparedness Project  
ALVIN, TX United States

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

Fort Bend County

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

SOQ 07-038  
Contract professional Services

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	Winter, David	College Place, WA United States	X	
	Dick, Deanna	Santa Fe, TX United States	X	
	Ray, Bill	Alvin, TX United States	X	

**5** Check only if there is NO Interested Party.

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

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath