

DOCUMENT NO. 2010-035021-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000362326

CONTRACTOR: COLLIN COUNTY HEALTH CARE SERVICES

DSHS PROGRAM: Preparedness and Prevention Community Preparedness Section /
Bioterrorism Discretionary Projects

TERM: 07/01/2010 THRU: 07/31/2011

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in accordance with the specifications herein in support of the Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness (PHEP) Budget Period 10 Goals by implementing approved projects which resolve identified gaps in or enhance local preparedness.

These projects are funded by budget carryover from State Fiscal Year 2009 (SFY09) to CDC Budget Period 10 (Funding Opportunity AA154), and are designed to upgrade and integrate state and local public health jurisdictions' preparedness for and response to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies.

Contractor shall provide services in the following county(ies)/area: Collin

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

- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment.

This is an inter-local agreement under Chapter 791 of the Government Code.

Through this Program Attachment DSHS and Contractor are furnishing a service related to homeland security and under the authority of Texas Government Code § 421.062, neither agency is responsible for any civil liability that may arise from furnishing any service under this Program Attachment.

The following documents are incorporated by reference and made a part of this Program Attachment:

- Budget Period 10 funding for continuation of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement guidance (dated May 1, 2009) [http://emergency.cdc.gov/cdcpreparedness/coopagreement/10/FinalPHEP_BP10_Guidance_5-01-09.pdf];
- Contractor's Discretionary Funding Project Applicant Project Summary and Budget Detail; and
- Preparedness Program Guidance(s) as provided by DSHS.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Contractor shall complete 100% of the deliverables as outlined in the attached Exhibit A by July 31, 2011.

Contractor shall provide 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).

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Agency

SECTION IV. RENEWALS:

None.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The B-13 can be found at the following link <http://www.dshs.state.tx.us/grants/forms/b13form.doc>. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services

1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SOURCE OF FUNDS: *CFDA* # 93.283

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article, is revised to include:

Contractor shall submit a final report detailing the completion of performance measures in this Program Attachment to DSHS no later than August 30, 2011 (thirty (30) days after the end the contract period) in a format as prescribed by DSHS. The report will be forwarded electronically as instructed by DSHS.

In addition, Contractor shall provide DSHS any other reports, to include but not limited to the progress of activities, copies of detailed receipts or invoices for expenses incurred, that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance.

General Provisions, **Terms and Conditions of Payment** Article, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a monthly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

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

For the purposes of this Program Attachment, funds may not be used for reimbursement of pre-award costs, new construction, or to purchase incentive items.

General Provisions, **General Business Operations of Contractor Article, Equipment Purchases**, is revised as follows:

Contractor is required to initiate the purchase of approved equipment no later than February 28, 2011 as documented by issue of a purchase order or written order confirmation from the vendor on or before February 28, 2011.

General Provisions, **General Terms Article, Amendment**, is revised to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 120 days prior to the end of the term of this Program Attachment.