

DOCUMENT NO. 2010-035446-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000364026

CONTRACTOR: COLLIN COUNTY HEALTH CARE SERVICES

DSHS PROGRAM: CPS-BIOTERRORISM PREPAREDNESS

TERM: 08/01/2010 THRU: 07/31/2012

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Budget Period 10 Extension Cooperative Agreement Work Plan for Public Health Emergency Preparedness (Funding Opportunity AA154) 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 continue to address the following CDC Public Health Emergency Preparedness (PHEP) Goals:

- **Goal 1 – Prevent:** Increase the use and development of interventions known to prevent human illness from chemical, biological, radiological agents, and naturally occurring health threats.
- **Goal 2 – Prevent:** Decrease the time needed to classify health events as terrorism or naturally occurring in partnership with other agencies.
- **Goal 3 – Detect/Report:** Decrease the time needed to detect and report chemical, biological, radiological agents in tissue, food, or environmental samples that cause threats to the public's health.
- **Goal 4 – Detect/Report:** Improve the timeliness and accuracy of information regarding threats to the public's health as reported by clinicians and through electronic early event detection in real time to those who need to know.
- **Goal 5 – Investigate:** Decrease the time to identify causes, risk factors, and appropriate interventions for those affected by threats to the public's health.
- **Goal 6 - Control:** Decrease the time needed to provide countermeasures and health guidance to those affected by threats to the public's health.
- **Goal 7 - Recover:** Decrease the time needed to restore health services and environmental safety to pre-event levels.
- **Goal 8 – Recover:** Increase the long-term follow-up provided to those affected by threats to the public's health.
- **Goal 9 – Improve:** Decrease the time needed to implement recommendations from after-action reports following threats to the public's health.

CONTRACTOR will support the following Department of State Health Services (DSHS) Health and Medical Priority Projects for Federal Fiscal Year (FFY) 2010-2011:

- Countermeasure Distribution
 - **Contractor shall document the following evidence-based benchmarks and objective standards:**
 - Demonstrate capability to dispense material during a public health emergency to include:
 - Obtain a minimum score of 80 on the Strategic National Stockpile (SNS) Technical Assistance Report (TAR) by completing required plans, procedures, memorandums of agreement for resources needed, and rosters of staff and/or volunteers for response.
 - Conduct at least two (2) Points of Dispensing (POD) drills and submit corresponding documentation by July 31, 2011. These drills will include staff call down and at least one (1) of the following: site activation, facility set-up, dispensing, and/or modeling of throughput.
 - Identify priority group members within the jurisdictional population for pandemic influenza countermeasure distribution.
 - If required to participate in the Countermeasure Response Administration (CRA) 2009 Pandemic Influenza Vaccine Administration Exercise, provide required documentation regarding 2009 seasonal influenza mass vaccination clinics.
- Disease Surveillance
 - Improve disease surveillance by assisting hospital and reference laboratories processing of electronic messages to increase the number of laboratory observations in the National Electronic Disease Surveillance System (NEDSS).
- Tactical Communications
 - Improve local public health capabilities in redundant communication methods including use of mobile radio communications that are interactive with local and regional emergency first responders.
 - Developing communication caches within Health Service Regions that can be used at a location that has suffered a significant emergency event.
- All Hazards Planning
 - Assist if needed in completing the Medical Special Needs appendix to Annex H of the State of Texas Emergency Management Plan.
- Workforce Training
 - Facilitate competency based educational activities.

DSHS encourages partnership and cooperation within and between jurisdictions in the State of Texas related to preparedness activities. Partnership opportunities may include, but are not limited to, planning activities, exercises, training and response to events or emergencies.

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 (BP) 10 Extension funding for continuation of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement guidance (http://emergency.cdc.gov/cdcpreparedness/coopagreement/10/FinalPHEP_BP10_Guidance_5-01-09.pdf);
- CDC's Local Emergency Preparedness and Response Inventory;
- Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments (FY2007-FY2011), attached as Exhibit A;
- Contractor's SFY11 Applicant Information and Budget Detail for SFY11 base cooperative agreement; and
- Preparedness Program Guidance(s) as provided by DSHS.

The CDC PHEP BP10 Extension funds awarded herewith 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 its 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.

The PHEP Contractor is required to provide matching funds for CDC PHEP BP10 Extension not less than 10% of costs (\$1 for each \$10 of federal funds provided to the PHEP Contractor by DSHS). Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (<http://www.dshs.state.tx.us/contracts/docs/2009Original.doc>) 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 PHEP Contractor must follow procedures for generally accepted accounting practices and meet audit requirements.

Contractor shall 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.

If Contractor agrees to perform public health preparedness services for another county in exchange for all or a portion of the other county's funding allocation, Contractor shall submit to DSHS a signed Memorandum of Agreement (MOA) between Contractor and the other county with the first (1st) Quarterly report. The MOA shall outline services, timelines, deliverables and the amount of funds agreed upon by both parties.

Contractor shall notify DSHS in advance of Contractor's plans to participate in or conduct local exercises, in a format specified by DSHS. Contractor shall participate in statewide exercises planned by DSHS as needed to assess the capacity of Contractor to respond to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies. Contractor shall prepare and submit to DSHS After-Action Reports (AAR), documenting and correcting any identified gaps or weaknesses in preparedness plans identified during exercises, in a format specified by DSHS.

Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under this Program Attachment with the State of Texas, Governor's 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.

Contractor shall participate in the Texas Disease Reporting Program described in Chapter 81, Texas Health and Safety Code by:

- Educating, training and providing technical assistance to local providers and hospitals on Texas reportable disease requirements;
- Monitoring participation by local providers and hospitals in appropriately reporting notifiable conditions;
- Conducting disease surveillance and reporting notifiable conditions to the appropriate DSHS regional office;
- Coordinating with DSHS regional Epidemiology Response Team members to build an effective statewide system for rapid detection of unusual outbreaks of illness through notifiable disease and syndromic or other enhanced surveillance; and
- Reporting immediately all illness resulting from bioterrorism, and chemical and radiological emergencies or other unusual events and data aberrations as compared to background surveillance data to DSHS regional office or to DSHS by calling 512-458-7219, 512-458-7228, 512-789-9033, or 512-826-7638.

Contractor shall coordinate all risk communication activities with DSHS Communications Unit by using DSHS's core messages posted on DSHS's website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

In the event of a public health emergency involving a portion of the state, Contractor shall mobilize and dispatch staff or equipment that were purchased with funds from this 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.

Contractor shall inform DSHS in writing if it shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Program Attachment, including partial FTEs and temporary staff.

SECTION II. PERFORMANCE MEASURES:

Contractor shall complete activities and performance measures as outlined in the attached Exhibit A, Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments (FY2011).

Contractor shall document the following evidence-based benchmarks and objective standards:

- Demonstrated capability to notify primary, secondary, and tertiary staff to cover all incident management functional roles during a complex incident.
- Obtain a minimum score of 80 on the Strategic National Stockpile (SNS) Technical Assistance Report (TAR).

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).

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

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS:

None.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

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

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13A) and acceptable supporting documentation for reimbursement of the required services/deliverables. 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* # 93.069

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article, **Statutes and Standards of General Applicability** Section, is amended to include the following:

Contractor, as a subrecipient of federal grant funds, is prohibited from texting while driving a federal government owned vehicle and from texting while using government furnished electronic equipment while driving any vehicle, including any privately owned or governmental owned vehicle. “Texting” means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any

other form of electronic data retrieval or electronic data communication. “Driving” means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. “Driving” does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. “Government furnished electronic equipment” means any electronic equipment that may be used for texting and for which any payment is made, in part or in whole, under this program attachment. The Contractor is responsible for ensuring its employees are aware of this prohibition and adhere to this prohibition.

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

Contractor shall submit quarterly progress reports to DSHS no later than thirty (30) days after the end of each quarter in a format specified by DSHS. Contractor shall 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. If Contractor is legally prohibited from providing such reports, it shall immediately notify DSHS.

General Provisions, **Terms and Conditions of Payment** Article, 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.

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 research, reimbursement of pre-award costs, purchase vehicles of any kind, new construction, or to purchase incentive items.

General Provisions, **General Terms** Article, **Amendment** Section, 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.

General Provisions, **General Terms** Article, **Contractor’s Request for Revision of Certain Contract Provisions** Section, is amended to include the following:

Contractor is not required to submit a Contract Revision Request for a change in previously approved equipment when substituting an equivalent equipment item (For example, purchase of XYZ brand computer instead of approved ABC brand computer

with essentially identical features as the XYZ computer). All requirements pertaining to Equipment, not otherwise amended in this Program Attachment, remain in effect.