

CONTRACT NO. 2010-035576
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000363989

CONTRACTOR: COLLIN COUNTY HEALTH CARE SERVICES

DSHS PROGRAM: CPS - CITIES READINESS INITIATIVE

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

SECTION I. STATEMENT OF WORK:

Contractor shall develop plans and infrastructure so that the targeted Metropolitan Statistical Area (MSA) is prepared to provide prophylactic medications to their entire population within 48 hours of a large-scale public health emergency such as a bioterrorism attack. To accomplish this, the Contractor shall:

- Enhance the jurisdiction's capability to establish a network of Points of Dispensing (POD) staffed with trained, exercised, paid, and/or volunteer staff;
- Deploy elements of the United States Postal Service (USPS) at the option of the Contractor to complement the POD network with direct delivery of antibiotics to residences; and
- If electing to deploy USPS, will develop a plan for that deployment in conjunction with USPS.

Contractor shall coordinate planning and program implementation activities to ensure that state and local health departments, hospital, other health care entities, and state and local public safety and emergency management agencies are able to mount a collective response featuring seamless interaction of their event-specific capabilities in the following areas:

- Dispensing of medications at the POD;
- Providing medications to First Responders & Critical Infrastructure Personnel;
- Public Information and Communications;
- Dispensing of Medical Material to Treatment Center; and
- Tactical Communications between Command and Control Elements.

Contractor is expected to master each of the following critical tasks:

- Developing a Strategic National Stockpile (SNS) plan;
- Command and control;
- Requesting SNS assets;
- Management of SNS operations;
- Tactical communications;
- Public Information;
- Security;

- Controlling SNS inventory;
- Distributing oral medications;
- Treatment center coordination; and
- Training, exercise and evaluation.

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

- Public Law 107-117, Department of Defense and Emergency Supplemental Appropriations for Recovery from and Response to Terrorist Attacks on the United States, Act. 2002;
- 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.

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);
- DSHS Cooperative Agreement Work Plan for Fiscal Year (FY) 2011;
- Texas Strategic National Stockpile Program Manual (<http://www.dshs.state.tx.us/comprep/sns/snstoc.shtm>);
- Contractor's Cities Readiness Initiative Work Plan, which is hereby attached as Exhibit A; and
- Contractor's action plan to assist in the accurate and timely completion of all objectives.

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.

Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under this Contract 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 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 this 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 Full Time Equivalents (FTEs) and temporary staff.

SECTION II. PERFORMANCE MEASURES:

Contractor shall complete the PERFORMANCE MEASURES as stated in the attached Exhibit A.

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 counties: 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 available at <http://www.dshs.state.tx.us/grants/forms.shtm>) 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-13A) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: 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, **Reporting** Section, is revised to include the following:

Contractor shall provide DSHS with monthly supporting document/reports in the format provided and any financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this Program Attachment and to monitor compliance. Contractor shall submit copies of all documentation addressing the activities specified in Exhibit A both in hard copy and on compact disc by July 31, 2011 to DSHS. If Contractor is legally prohibited from providing such reports, it shall immediately notify DSHS.

General Provisions, **Allowable Costs and Audit Requirements** Article, **Allowable Costs** Section 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, **Access and Inspection** Article, **Access** Section is hereby revised to include the following:

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

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.