

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2011-038526 (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 COLLIN COUNTY HEALTH CARE SERVICES (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$140,755.00, and the payment method(s) shall be as specified in the Program Attachments.
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 08/01/2011 and ends on 07/31/2012. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. 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. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2011-038526-001 CPS - CITIES READINESS INITIATIVE
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. 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.

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

8. **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: COLLIN COUNTY
Address: 2300 BLOOMDALE RD #3100
MCKINNEY, TX 75071-8517
Vendor Identification Number: 17560008736026

9. **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.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

By: Bob Burnette
Signature of Authorized Official

8/15/11
Date

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

COLLIN COUNTY HEALTH CARE SERVICES

By: Keith Seif
Signature

8/2/11
Date

Keith Seif, President
Printed Name and Title

2300 Bloomdale Road
Suite 4192
Address

McKinney, TX 75069
City, State, Zip

(972) 548-4634
Telephone Number

E-mail Address for Official Correspondence

CONTRACT NO. 2011-038526
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000375293

CONTRACTOR: COLLIN COUNTY HEALTH CARE SERVICES

DSHS PROGRAM: CPS - CITIES READINESS INITIATIVE

TERM: 08/01/2011 THRU: 07/31/2012

SECTION I. STATEMENT OF WORK:

Contractor shall develop plans and infrastructure so the targeted Metropolitan Statistical Area (MSA) is prepared to provide medical countermeasures to their identified population within 48 hours after the decision to do so during a large-scale public health emergency such as a bioterrorism attack. To accomplish this, the Contractor shall:

- A. Meet the requirements of Capability 8: Medical Countermeasure Dispensing and the associated functions, tasks, and resource elements for this capability; and
- B. Enhance the jurisdiction's capability to establish a network of Points of Dispensing (POD) staffed with trained, exercised, paid, and/or volunteer staff in conjunction with the current POD Standards.

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

A. Medical Countermeasure Core Planning Functions*:

- 1. Development of a Plan With Strategic National Stockpile Elements
- 2. Management of Strategic National Stockpile / Command and Control
- 3. Requesting Medical Countermeasures Assets
- 4. Tactical Communications Plan
- 5. Public Information and Communication
- 6. Security
- 7. Regional/Local Distribution Site (if applicable)
- 8. Controlling Inventory
- 9. Distribution (if applicable)
- 10. Dispensing Medical Countermeasures
- 11. Coordination with Hospitals and Alternate Care Facilities

*Based on the Technical Assistance Review (TAR)

B. Medical Countermeasures Operational Area:

1. Conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program (HSEEP) guidance;
- C. Submit three (3) Division of Strategic National Stockpile (DSNS) Drills metrics and After Action Reviews / Improvements Plans to the exercise team no later than June 8th, 2012;
- D. Participate in one full-scale dispensing exercise that includes all pertinent jurisdictional leadership and emergency support function leads, planning and operational staff, and all applicable personnel in the MSA; and
- E. In all of the above, demonstrate compliance with current medical countermeasure and point of dispensing (POD) standards.

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

- A. 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;
- B. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- C. Public Law 109-417, Pandemic and All-Hazards Preparedness Act of 2006; and
- D. 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:

- A. Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP11-1101:

<http://www.grants.gov/search/search.do;jsessionid=cyQrTMCc6KTqOgfMrWLJZZntyTMBjWzyHPQ1mq16Q2kMfPmYvtMp!919371409?oppId=88673&mode=VIEW>

- B. DSHS Cooperative Agreement Work Plan for Fiscal Year (FY) 2012, Budget Period 11;
- C. Contractor's Cities Readiness Initiative Work Plan, which is hereby attached as Exhibit A;
- D. Texas Strategic National Stockpile Program Manual <http://www.snstexas.info>;
- E. Texas Public Health and Medical Emergency Management 5-Year Strategic Plan;
- F. Tactical Guide, Companion Document to the Texas Public Health and Medical Emergency Management 5-Year Strategic Plan 2012 to 2016;
- G. Homeland Security Exercise and Evaluation Plan (HSEEP) Documents:
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
- H. Contractor's action plan to assist in the accurate and timely completion of all objectives; and
- I. Community Preparedness Section Exercise Team web site:
<http://www.dshs.state.tx.us/comprep/exercise/>.
- J. Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011
<http://emergency.cdc.gov/stockpile/extranet>

The CDC PHEP BP11 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.

Contractor is required to provide matching funds for CDC PHEP BP11 not less than 10% 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 Contractor's contract budget and 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, 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.

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.

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, as shown in SECTION VI. BUDGET, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES:

Contractor shall provide sufficient documentation of planning, training, and exercising per the functions and tasks of Capability 8, Medical Countermeasure Dispensing found in the *Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011* to meet the composite performance indicator from the DSNS in CDC's Office of Public Health Preparedness and Response. This indicator can be found on the DSNS extranet at <http://emergency.cdc.gov/stockpile/extranet>.

Contractor shall complete the PERFORMANCE MEASURES as stated in the attached Exhibit A, Function 4, Tasks 1 through 7.

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:

DSHS may renew the Program Attachment for up to four (4) additional one-year terms, at DSHS's sole discretion.

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 by submitting 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 shall submit the Match/Reimbursement Certification (Form B-13A) and the Financial Status Report (FSR-269A) on a quarterly basis. Vouchers and supporting documentation shall 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), Match/Reimbursement Certification Form (B-13A), and Financial Status Report 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, **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 to DSHS by a date to be determined by DSHS during budget period 11 via the Texas SNS SharePoint web link: <http://www.snstexas.info>.

If Contractor is legally prohibited from providing such reports, contractor 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 and Exhibit A, the CRI Work Plan, 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, subsection a) is revised to read as follows:

- a) provided that the total budget amount is unchanged: (1) cumulative budget transfers among direct cost categories, other than equipment, that exceed 10% of Program Attachments of \$100,000 or more, and (2) cumulative transfers from or to the equipment category under 10% of any Program Attachment (cumulative transfers from or to the equipment category that equal or exceed 10% of any Program Attachment require an amendment to this Contract);

General Provisions, **General Terms** Article, **Contractor's Request for Revision of Certain Contract Provisions** Section, subsection e) is revised to read as follows:

- e) changes in the equipment category of a previously approved equipment budget;