

DOCUMENT NO. 2012-040266
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000379672

CONTRACTOR: COLLIN COUNTY HEALTH CARE SERVICES

DSHS PROGRAM: Preparedness and Prevention Community Section /Risk Based

TERM: 11/15/2011 THRU: 07/31/2012

SECTION I. STATEMENT OF WORK:

The purpose of this Program Attachment is to advance public health preparedness in higher population metropolitan statistical areas (MSAs) to develop all-hazards public health reduction strategies through a one year Risk Based Pilot Project. Contractor shall establish and maintain a coordinated and synchronized community preparedness planning effort within Contractor's service area as defined under Section II. Performance Measures, last paragraph of this Program Attachment and its MSA which includes the following preparedness partners: public health, healthcare systems, emergency medical services, emergency management/homeland security, law enforcement, fire services, critical infrastructure, and other key sectors. Contractor shall also leverage the Meta Leadership Concept to engage community leaders in public health preparedness activities and enhance relationships developed at previous Meta Leadership Summits. Partners within the Contractor's service area and overall MSA shall develop and follow a governance structure to facilitate how decisions will be made and establish the delineation of roles and responsibilities. Contractor shall use a project management framework for planning and executing the Risk Based Pilot Project. Contractor's Department of State Health Services (DSHS) Health Service Region (HSR) will serve as the lead agency for their MSA. DSHS Community Preparedness Section (CPS)-Austin will provide project management technical assistance and required project management training.

Contractor shall use the risk assessment tool provided by DSHS. The risk assessment tool shall be used to identify and assess the specific public health threats, hazards, and risks that will be addressed with this funding and proposed strategies and activities designed to reduce/mitigate the threats within the Contractor's service area. Contractor shall participate in sharing the results of the Contractor's service area risk assessment with other Risk-based contractors within the MSA to develop a cumulative risk assessment that reflects the hazards and risks of the entire MSA.

Contractor must implement five (5) distinct phases consisting of multiple processes within each phase. The five phases are:

1. Initiating – The initiating phase formally starts a new project by incorporating all the needs of Contractor's service area and its overall MSA into the project charter and preliminary scope statement to be developed by the HSR in coordination with Contractor

for the MSA which provides clarity to all partners noted in paragraph one (1) above and interested stakeholders;

2. Planning – The project planning phase determines how the project charter will be accomplished;
3. Executing – The purpose of the executing phase is to complete work in the project management plan and to meet the performance measures as noted in Section II, Performance Measures;
4. Monitoring & Controlling – During this phase, Contractor shall measure the performance of the project to the project management plan, approve change requests, prevent and detect defects, and manage changes; and
5. Closing – The closing phase is where the project is finished and all assessments and plans have been submitted to DSHS Program and the appropriate HSR.

Contractor shall address Capability 1 - Community Preparedness which is defined as the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.

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 and resources are incorporated by reference and made a part of this Program Attachment:

- 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=7JnBNtWj9LOLVKh8hDSPiQLLP5kIdCdN5k2yVepQZG7L80dL7pVF!-241849593?oppld=88673&mode=VIEW>
- *Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:*
http://www.cdc.gov/php/capabilities/Capabilities_March_2011.pdf

- Presidential Policy Directive 8/PPD-8, March 30, 2011:
<http://www.hhs.gov/press/2011/ppd-8-preparedness.pdf>;
- CDC six-step evaluation framework: <http://www.cdc.gov/eval/steps/index.htm>;
- Contractor's FY12 Applicant Information and Budget Detail for FY12 Risk Based Funding;
- Meta Leadership Concept is located at:
<http://www.meta-leadershipcommunity.org/main/summary>;
- Texas Public Health and Medical Emergency Management 5-Year Strategic Plan 2012-2016 document located at:
<http://www.dshs.state.tx.us/Layouts/ContentPage.aspx?PageID=34554&id=29597&terms=5-year+strategic+plan+2012-2016>;
- Tactical Guide Companion Document to the Texas Public Health and Medical Emergency Management 5-Year Strategic Plan 2012 to 2016 document located at:
<http://www.dshs.state.tx.us/Layouts/ContentPage.aspx?PageID=34554&id=29597&terms=5-year+strategic+plan+2012-2016>;
- Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
<http://www.texasprepares.org/survivingdisaster.htm>; and
- Preparedness Program Guidance(s) as provided by DSHS and CDC.

The CDC PHEP Budget Period 11 (November 2011 through July 2012) 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 the 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 PHEP Budget Period 11 (November 2011 through July 2012) of the Funding Opportunity Number CDC-RFA-TP11-1101 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.shtml>) 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 as well as meet audit requirements.

Contractor shall inform DSHS in writing if Contractor 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.

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 projected expenditures are below the total contract amount, Contractor's budget may be subject to a decrease for the remainder of the Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES:

Contractor must complete performance measures as noted below.

Contractor shall:

1. Establish and maintain a coordinated and synchronized community preparedness planning effort within the Contractor's service area and within the overall MSA;
2. Attend the required project management training provided by DSHS CPS at a date and place to be determined;
3. Attend all meetings as requested by DSHS CPS or HSR;
4. Conduct a public health risk assessment for the Contractor's service area and, in coordination with the HSR, contribute to the development of the public health risk assessment for the overall MSA;
5. With input from preparedness partners, develop a matrix that describes and ranks/prioritizes the public health threats (hazards) and risks for the Contractor's service area and, in coordination with the HSR, contribute to the development of the matrix for the overall MSA;
6. Identify the specific public health threats and risks that will be addressed with this funding and propose strategies and activities designed to reduce/mitigate the threats and risks in both the Contractor's service area and for the MSA;
7. Develop an evaluation plan using the CDC six-step evaluation framework for the Contractor's service area and, in coordination with the HSR, contribute to the development of the evaluation plan for the overall MSA; and
8. Submit status report for the risk mitigation plans which specifically address the public health, medical, and mental/behavioral health needs/risks of the community, including vulnerable populations for the Contractor's service area and, in coordination with the HSR, contribute to the development of the risk mitigation plan for the overall MSA.

In addition, Contractor must:

1. Prepare and submit status reports in the format as directed by DSHS and as requested by DSHS CPS and by the appropriate DSHS HSR (as appropriate to the designated MSA);

2. Submit the risk assessment and evaluation plan to HSR 2/3 or HSR 6/5S (as appropriate to the designated MSA) and to DSHS Central Office by July 31, 2012 or by date as directed by DSHS Program and/or the HSR; and
3. Submit the status report for the mitigation plan by the end of the Program Attachment term to the appropriate DSHS HSR (as appropriate to the designated MSA) and to DSHS Central Office.

All reports noted above should be submitted electronically to DSHS Program at PHHP@dshs.state.tx.us and to the appropriate HSR.

Contractor shall provide services in the following county(ies)/area: ~~Archer, Baylor, Brown, Callahan, Clay, Coleman, Collin, Comanche, Cooke, Dallas, Denton, Eastland, Ellis, Erath, Fannin, Fisher, Foard, Grayson, Hardeman, Haskell, Hood, Hunt, Jack, Johnson, Jones, Kaufman, Kent, Knox, Mitchell, Montague, Navarro, Nolan, Palo Pinto, Parker, Rockwall, Runnels, Scurry, Shackelford, Somervell, Stephens, Stonewall, Tarrant, Taylor, Throckmorton, Wichita, Wilbarger, Wise, Young~~ JL MH

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS: DSHS may renew the Program Attachment for up to one (1) additional one-year term 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 using 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 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), Match/Reimbursement Certification Form (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: *CFDA* # 93.069

SECTION VIII. SPECIAL PROVISIONS:

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

Contractor shall submit programmatic reports as directed by DSHS 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, Contractor shall immediately notify DSHS in writing.

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).

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; clinical care; the purchase of vehicles of any kind, new construction, or the purchase of 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 ninety (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;