

DEPARTMENT OF STATE HEALTH SERVICES

Contract 2016-001267



Amendment Summary

The Department of State Health Services (DSHS) and Collin County (Contractor) agree to amend Contract 2016-001267 in accordance with this Amendment 02: Public Health Emergency Preparedness (PHEP)

Amendment effective date: 07/01/2016

Purpose for the amendment:

This amendment will amend certain contractual language as set forth below, extend contract term and revise budget.

Change No: 1	Contractual Changes
<p>Current:</p> <p>Section 4. Term of the Contract. This Contract begins on 07/01/2015 and ends on 06/30/2016.</p>	<p>Revised:</p> <p>Section 4. Term of the Contract. This Contract begins on 07/01/2015 and ends on 06/30/2017.</p>
Change No: 2	Contractual Changes
<p>Current:</p> <p>Section 7. STATEMENT OF WORK:</p> <p>A. Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-12010402CONT15) from the Centers for Disease Control and Prevention (CDC). CDC's five-year Public Health Emergency Preparedness (PHEP) – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs and advance public health and healthcare preparedness. Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.</p>	<p>Revised:</p> <p>Section 7. STATEMENT OF WORK:</p> <p>A. Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-12010402CONT15 and CDC-RFA-TP12-12010402CONT16) from the Centers for Disease Control and Prevention (CDC). CDC's five-year Public Health Emergency Preparedness (PHEP) – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs and advance public health and healthcare preparedness. Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.</p>
Change No: 3	Contractual Changes
<p>Current:</p> <p>Section 7. A.</p>	<p>Revised:</p> <p>Section 7 A.</p> <p>The total allocation amount for FY16 (07/01/2015 through 06/30/2016) is \$ 545,327.00.</p> <p>The total allocation amount for FY17 (07/01/2016 through 06/30/2017) is \$ 545,327.00.</p>
Change No: 4	Programmatic Changes
<p>Current:</p> <p>Section 7. D. Contractor shall address public health preparedness capabilities including, but not limited to the contractor's work plan submitted to DSHS as provided for in</p>	<p>Revised:</p> <p>Section 7. D. Contractor shall address public health preparedness capabilities including, but not limited to the contractor's work plan, updated for each fiscal year,</p>

Section 7. "Statement of Work" (O) of this contract.	submitted to DSHS as provided for in Section 7. "Statement of Work" (O) of this contract.
Change No: 5	Programmatic Changes
<p>Current:</p> <p>Section 7. J. The Contractor is required to provide matching funds for this Contract not less than ten-percent of the allocation amount. Cash match is defined as an expenditure of cash by the contractor on allowable costs of this Contract that are borne by the contractor. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the contractor. The criteria for match must:</p> <ol style="list-style-type: none"> 1. Be an allowable cost under the applicable federal cost principle; 2. Be necessary and reasonable for the efficient accomplishment of project or program objectives; 3. Be verifiable within the contractor's (or subcontractor's) records; 4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement Contracts); 5. Not be included as contributions toward any other federally-assisted project or program (match can count only once); 6. Not be paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or match; 7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract; 8. Be adequately documented; 9. Must follow procedures for generally accepted accounting practices as well as meet audit requirements; and 10. Value the in-kind contributions reported and must be supported by documentation reflecting the use of goods and/or services during the Contract term. 	<p>Revised:</p> <p>Section 7. J. The Contractor is required to provide matching funds for each fiscal year of this Contract in the amount of at least ten-percent of the allocation amount for the applicable fiscal year. Cash match is defined as an expenditure of cash by the contractor on allowable costs of this Contract that are borne by the contractor. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the contractor. The criteria for match must:</p> <ol style="list-style-type: none"> 1. Be an allowable cost under the applicable federal cost principle; 2. Be necessary and reasonable for the efficient accomplishment of project or program objectives; 3. Be verifiable within the contractor's (or subcontractor's) records; 4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement Contracts); 5. Not be included as contributions toward any other federally-assisted project or program (match can count only once); 6. Not be paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or match; 7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract; 8. Be adequately documented; 9. Must follow procedures for generally accepted accounting practices as well as meet audit requirements; and 10. Value the in-kind contributions reported and must be supported by documentation reflecting the use of goods and/or services during the Contract term.
Change No: 6	Programmatic Changes
<p>Current:</p> <p>ADDITION</p>	<p>Revised:</p> <p>Section 7. O. 3. Submit the Capabilities Planning Guide assessment that encompasses the contract term, due to DSHS within an established timeframe designated by DSHS;</p>
Change No: 7	Programmatic Changes
<p>Current:</p> <p>ADDITION</p>	<p>Revised:</p> <p>Section 7. O. 4. Update the Texas Public Health Risk Assessment Tool that encompasses the contract term, within an established timeframe designated by DSHS;</p>
Change No: 8	Programmatic Changes
<p>Current:</p> <p>ADDITION</p>	<p>Revised:</p> <p>Section 7. O. 5. Submit the Strategic Map that encompasses the contract term, due to DSHS within an established timeline designated by DSHS;</p>
Change No: 9	Programmatic Changes

Current: ADDITION	Revised: Section 7. O. 6. Continue to improve the SNS Program by focusing efforts on the recommendations provided by DSHS in the BP4-FY16 Operational Readiness Review (ORR) Tool and participate in a technical assistance meeting determined by DSHS;
Change No: 10	Programmatic Changes
Current: Section 7. O. 3. Submit the Mitigation Plan due to DSHS within an established timeframe designated by DSHS;	Revised: Section 7. O.7. Submit the Mitigation Plan due to DSHS within an established timeframe designated by DSHS;
Change No: 11	Programmatic Changes
Current: Section 7. O. 4. Submit the Emergency Support Function 8 plans developed in accordance with the Texas Department of Emergency Management (TDEM) and DSHS Planning Standards within 30 days of request from DSHS.	Revised: Section 7. O. 8. Submit the Emergency Support Function 8 plans developed in accordance with the Texas Department of Emergency Management (TDEM) and DSHS Planning Standards within 30 days of request from DSHS.
Change No: 12	Programmatic Changes
Current: Section 7. O. 5. Submit a current Multi-Year Training & Exercise Plan that covers FY16 through FY21 to DSHS by July 6, 2015, using the template provided by DSHS. In accordance with HSEEP guidelines, contractors must conduct or participate in a Multi-year Training and Exercise Workshop with all applicable agencies and submit an agenda and a participant roster as documentation of attendance.	Revised: Section 7. O. 9. Submit a current Multi-Year Training & Exercise Plan that covers FY16 through FY21 to DSHS by July 6, 2015, using the template provided by DSHS. Submit a current Multi-Year Training & Exercise Plan that covers FY17 through FY22 to DSHS by January 13, 2017, using the template provided by DSHS. In accordance with HSEEP guidelines, contractors must conduct or participate in a Multi-year Training and Exercise Workshop with all applicable agencies and submit an agenda and a participant roster as documentation of attendance.
Change No: 13	Programmatic Changes
Current: Section 7. O. 6. Complete and submit the Operational Readiness Review (ORR) provided by DSHS to DSHS SNS SharePoint 20 business days prior to review;	Revised: Section 7. O.10. For FY16 only, complete and submit the Operational Readiness Review (ORR) provided by DSHS to DSHS SNS SharePoint 20 business days prior to review;
Change No: 14	Programmatic Changes
Current: Section 7. O. 6. b. Perform and submit metrics on three different SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Reviews/Improvements sixty days after completion of the drill or by April 1, 2016. Acceptable drills include: i. Staff Call Down; ii. Facility Set-up; iii. POD Activation; iv. Dispensing Throughput; and v. RealOpt usage;	Revised: Section 7. O.10. b. Perform and submit metrics on three different SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Reviews/Improvements sixty days after completion of the drill or by April 1, 2016 for FY16 and by April 1, 2017 for FY17 to the preparednessexercise@dshs.state.tx.us inbox. Acceptable drills include: vi. Staff Call Down; vii. Facility Set-up; viii. POD Activation; ix. Dispensing Throughput; and x. RealOpt usage;
Change No: 15	Programmatic Changes
Current: Section 7. O. 6. C. Submit above items listed in Section O. 6.	Revised: Section 7. O.10. C. For FY16, submit above items listed in

b. to the DSHS SNS SharePoint Site sixty (60) days after completion of the drill or by April 1, 2016, whichever is earliest	Section O. 6. b. to the DSHS SNS SharePoint Site sixty (60) days after completion of the drill or by April 1, 2016, whichever is earliest.
Change No: 16	Programmatic Changes
Current: Section 7. O. 7. Submit the Mid-Year Report due to DSHS within an established timeframe designated by DSHS.	Revised: Section 7. O.11. Submit the Mid-Year Report due to DSHS within an established timeframe designated by DSHS.
Change No: 17	Programmatic Changes
Current: Section 7. O. 8. Complete an End-Of-Year performance report in a format specified by DSHS no later than August 15, 2016.	Revised: Section 7. O.12. Complete an End-Of-Year performance report in a format specified by DSHS no later than August 15, 2016 for FY16 (07/01/2015 – 06/30/2016); and, no later than August 15, 2017 for FY17 (07/01/2016 – 06/30/2017).
Change No: 18	Programmatic Changes
Current: Section 7. O. 9. Conduct, or participate in, at least one Preparedness Exercise in accordance to the Contractor's exercise plan, and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting in accordance with the timeframes established in the DSHS Exercise Guidance. A joint after action report/improvement plan must be submitted within sixty (60) days of the exercise to DSHS. The After Action Report must also include a Corrective Action Plan and an Improvement Plan. Exercises may include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. If the exercise is conducted as an SNS exercise (testing capabilities 8 & 9), in order for an exercise to meet the requirements of the HAZARD contract, the exercise must also test at least two additional capabilities. All capabilities tested should have objectives, observations, analysis, corrective actions and improvement plans that are directly related to each capability. The AAR/IP will be submitted to the Preparedness Exercise inbox (preparednessexercise@dshs.state.tx.us).	Revised: Section 7. O.13. Conduct, or participate in, at least one Preparedness Exercise in accordance to the Contractor's exercise plan, and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting in accordance with the timeframes established in the DSHS Exercise Guidance. A joint after action report/improvement plan must be submitted within sixty (60) days of the exercise to DSHS. The After Action Report must also include a Corrective Action Plan and an Improvement Plan. Exercises may include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. If the exercise is conducted as an SNS exercise (testing capabilities 8 & 9), in order for an exercise to meet the requirements of the HAZARD contract, the exercise must also test at least two additional capabilities. All capabilities tested should have objectives, observations, analysis, corrective actions and improvement plans that are directly related to each capability. The AAR/IP will be submitted to the Preparedness Exercise inbox (preparednessexercise@dshs.state.tx.us).
Change No: 19	Programmatic Changes
Current: Section 7. O. 10. Designate a member of the PHEP program to attend, in person, the PHEP all four quarterly meetings of the contract term. If the designee is unable to attend any of the meetings in person, the Contractor must notify DSHS in writing.	Revised: Section 7.O.14. Designate a member of the PHEP program to attend, in person, all four quarterly meetings, per fiscal year, of the contract term. If the designee is unable to attend any of the meetings in person, the Contractor must notify DSHS in writing as to the reason for non-compliance.
Change No: 20	Programmatic Changes
Current: Section 7. O. 11. Complete all additional reporting requirements. Due dates will be listed in the most current DSHS reporting schedule, to be released within thirty (30) days of the contract start date.	Revised: Section 7. O.15. Complete all additional reporting requirements. Due dates will be listed in the most current DSHS reporting schedule, to be released within thirty (30) days of the contract start date.
Change No: 21	Programmatic Changes
Current:	Revised:

ADDITION	Section 7. O. 16. Designate a member of the PHEP program to attend, in person, two regional healthcare coalition meetings during the term of the contract from July 1, 2016 to June 30, 2017. Submit sign-in sheets from meetings as evidence of attendance.
Change No: 22	Programmatic Changes
Current: Section 7. O. 12. If Contractor is legally prohibited from providing any report under this Contract, Contractor will immediately notify DSHS in writing.	Revised: Section 7. O.17. If Contractor is legally prohibited from providing any report under this Contract, Contractor will immediately notify DSHS in writing.
Change No: 23	Programmatic Changes
Current: Section 7. O. 13. Use the Texas Disaster Volunteer Registry (TDVR), which is Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool, if utilizing Medical Reserve Corps or other volunteer groups.	Revised: Section 7. O. 18. Use the Texas Disaster Volunteer Registry (TDVR), which is Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool, if utilizing Medical Reserve Corps or other volunteer groups.
Change No: 24	Programmatic Changes
Current: Section 7. O. 14. If using volunteers as provided for in this Contract during FY16, the Contractor must either:	Revised: Section 7. O. 19. For each fiscal year during this Contract in which Contractor uses volunteers as provided for in this Subsection, the Contractor must either:
Change No: 25	Programmatic Changes
Current: 1. Section 7. O. 15. If petitioning DSHS to use a fully operational ESAR-VHP compliant, web-based volunteer management system, then the substitute system must meet the following federal requirements but are not limited to: a. Must offer Internet-based registration; b. Volunteer information is collected and maintained in a manner consistent with all Federal, State and Local laws governing security and confidentiality; c. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority d. Must be able to verify the credentials of the 20 mandated professions; e. Must be able to assign to one of four emergency credential levels; f. Must be able to identify volunteers willing to participate in a federally coordinated emergency response; g. Must be able to re-verify professional credentials every 6 months h. Must have the ability to include the differing scope of work information for each of the 20 mandated professions; i. Must be able to record All volunteer health professional affiliations; and j. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE).	Revised: 2. Section 7. O. 19. a. Contractor must request access to the TDVR from the State ESAR-VHP System Administrator; and enter all volunteer data into the system using the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or b. Contractor must petition DSHS in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP compliant, web-based volunteer management system. c. If petitioning DSHS to use a fully operational ESAR-VHP compliant, web-based volunteer management system, then the substitute system must meet the following federal requirements but are not limited to: 1. Must offer Internet-based registration; 2. Volunteer information is collected and maintained in a manner consistent with all Federal, State and Local laws governing security and confidentiality; 3. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority 4. Must be able to verify the credentials of the 20 mandated professions; 5. Must be able to assign to one of four emergency credential levels; 6. Must be able to identify volunteers willing to participate in a federally coordinated emergency response; 7. Must be able to re-verify professional credentials every 6 months

	<p>8. Must have the ability to include the differing scope of work information for each of the 20 mandated professions;</p> <p>9. Must be able to record All volunteer health professional affiliations; and</p> <p>10. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE).</p> <p>11. Additionally, the fully operational ESAR-VHP compliant, web-based volunteer management system must be able to register, collect, and verify the credentials and qualifications of the health professionals entered into the system.</p>
<p>Change No: 26</p>	<p>Programmatic Changes</p>
<p>Current:</p> <p>Section 7. 16. Additionally, the fully operational ESAR-VHP compliant, web-based volunteer management system must be able to register, collect, and verify the credentials and qualifications of the following health professionals with the issuing entity or appropriate authority:</p> <ul style="list-style-type: none"> a. Physicians b. Physician Assistants c. Registered Nurses d. Licensed Vocational, Nurses e. Nurse Practitioners f. Pharmacists g. Pharmacy Technicians h. Pharmacy Interns i. Emergency Medical Technicians and Paramedics j. Social Workers k. Marriage & Family Therapists l. Licensed Vocational Counselors m. Respiratory Therapists n. Dentists o. Veterinarians p. Psychologists 	<p>Revised:</p> <p>DELETED</p>
<p>Change No: 27</p>	<p>Special Provisions</p>
<p>Current:</p> <p>16. C. General Provisions, Final Invoice/Billing Submission, Section 5.03 is modified to provide that Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016</p>	<p>Revised:</p> <p>16.C. General Provisions, Payment Methods and Restrictions, Final Billing Submission, Section 5.03 is modified to include the following:</p> <p>Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016 for costs incurred between the services dates of July 1, 2015 to June 30, 2016.</p> <p>Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2017 for costs incurred between the services dates of July 1, 2016 to June 30, 2017.</p>
<p>Change No: 28</p>	<p>Special Provisions</p>
<p>Current:</p> <p>H. General Provisions, Program Equipment and Supplies Article XXII, Section 22.01, is revised as follows: Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016 as documented by issue of a purchase order or written order confirmation from</p>	<p>Revised:</p> <p>F. General Provisions, General Business Operations of Contractor, Article XIV, Section 14.20, Equipment, is revised to include the following:</p> <p>Contractor is required to initiate the purchase of approved</p>

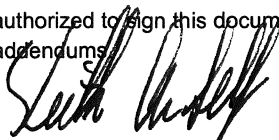
the vendor on or before June 30, 2016. In addition, all equipment and supplies must be received no later than 45 calendar days following the end of the Contract term.	equipment no later than June 30, 2016 for FY16 and no later than June 30, 2017 for FY17, as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016 for FY16 and on or before June 30, 2017 for FY17. In addition, all equipment and supplies must be received no later than 45 calendar days following the end of the Contract term.
Change No: 29	Budget Changes
<p>Current:</p> <p>Personnel = \$401,900.00</p> <p>Fringe Benefits = \$140,232.00</p> <p>Travel = \$7,450.00</p> <p>Equipment = \$0.00</p> <p>Supplies = \$4,591.00</p> <p>Contractual = \$0.00</p> <p>Other = \$45,882.00</p> <p>Total Direct Costs = \$600,055.00</p> <p>Indirect Costs = \$0.00</p> <p>Match = \$54,728.00</p> <p>Total = \$545,327.00.00</p>	<p>Revised:</p> <p>Personnel = \$777,393.00</p> <p>Fringe Benefits = \$278,388.00</p> <p>Travel = \$14,730.00</p> <p>Equipment = \$0.00</p> <p>Supplies = \$57,711.00</p> <p>Contractual = \$0.00</p> <p>Other = \$71,7113.00</p> <p>Total Direct Costs = \$1,199,935.00</p> <p>Indirect Costs = \$0.00</p> <p>Match = \$109,281.00</p> <p>Total = \$1,090,654.00</p>
Change No: 30	Contractual Changes
<p>Current:</p> <p>Section 2.</p> <p>2. Total Amount: The total amount of this Contract is \$545,327.00.</p>	<p>Revised:</p> <p>Section 2.</p> <p>2. Total Amount: The total amount of this Contract is \$1,090,654.00.</p>

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Contractor Signature

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Signed by:



Date Signed:

7/19/16

DSHS Signature

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Signed by:

Date Signed: