DOCUMENT NO. 2015-047207
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000409069

CONTRACTOR: COLLIN COUNTY HEALTH CARE SERVICES

DSHS PROGRAM: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre

TERM: 10/01/2014 THRU: 06/30/2015

SECTION I. STATEMENT OF WORK:

A. The Contractor will complete one time funding activities during the term of this Contract that aligns with one or more of the 15 PHEP capabilities by performing activities that support the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102CONT14) from the Centers for Disease Control and Prevention (CDC). The total amount of this Contract will not exceed **$34,320.00.**

CDC's five-year PHEP – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs by advancing public health and healthcare preparedness.

B. Depending on the type of project that the Contractor is performing under this Contract, the Contractor will address the following CDC PHEP Capabilities that are specific to the project.

1. **Capability 1 – Community Preparedness** is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.

2. **Capability 2 – Community Recovery** is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.

3. **Capability 3 – Emergency Operations Center Coordination** is ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

4. **Capability 4 – Emergency Public Information and Warning** is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

5. **Capability 5** – **Fatality Management** is the ability coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

6. **Capability 6 – Information Sharing** is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

7. **Capability 7 – Mass Care** is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to me met as the incident evolves.

8. **Capability 8 – Medical Countermeasure Dispensing** is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

9. **Capability 9 – Medical Material Management and Distribution** is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical material (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical material, as necessary, after an incident.

10. **Capability 10 – Medical Surge** is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

11. **Capability 11 – Non-Pharmaceutical Interventions** is the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.

12. **Capability 12 – Public Health Laboratory Testing** is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting,

investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event incident and post-exposure activities.

13. **Capability 13 – Public Health Surveillance and Epidemiological Investigations** is the ability to create, maintain, support and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

14. **Capability 14 – Responder Safety and Health** describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

15. **Capability 15 – Volunteer Management** is the ability to coordinate the identification, recruitment, registration, credential verification, training and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

C. Contractor will not exceed the total amount of this Contract without DSHS prior approval, which will be evidenced by the Parties executing a written amendment.

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

1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

E. The Parties have the authority under Texas Government Code Chapter 791 to enter into this Interlocal Cooperation Contract.

F. The following documents and resources are incorporated by reference and made a part of this Contract:

1. DSHS and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120102CONT14;
2. Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011: http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf;
3. Presidential Policy Directive 8/PPD-8, March 30, 2011: http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf;
4. Homeland Security Exercise and Evaluation Plan (HSEEP) Documents: https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;

5. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos): http://www.texasprepares.org/survivingdisaster.htm; and
6. Preparedness Program Guidance(s) as provided by DSHS and CDC.

G. Funds awarded for this Contract 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.

H. The Contractor is required to provide matching funds for this Contract not less than ten-percent 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 the Contractor's Contract budget and Contractor must follow procedures for generally accepted accounting practices as well as meet audit requirements.

I. In the event of a public health emergency involving a portion of the state, Contractor will mobilize and dispatch staff or equipment purchased with funds from the previous PHEP 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. This provision is not applicable if the Contractor is an institution of higher education or a poison control center.

J. Contractor will inform DSHS in writing if Contractor will not continue performance under this Contract within thirty days of receipt of an amended standard(s) or guideline(s). DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

K. If applicable, Contractor will develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

L. 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, Contractor's budget may be subject to a decrease for the remainder of the Term of the Contract. If applicable, vacant positions existing after ninety days may result in a decrease in funds.

M. The Contractor will submit:
1. Programmatic reports as directed by DSHS in a format specified by DSHS. Contractor will 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; and

2. 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).

If Contractor is legally prohibited from providing such reports, Contractor will immediately notify DSHS in writing.

N. In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Contract for response efforts. DSHS will reimburse Contractor up to five percent of this Contract funded by CDC for personnel costs responding to an emergency event. Contractor will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor will notify the Assigned Contract Manager in writing when this provision is implemented.

O. For the purposes of this Contract, the Contractor may not use funds for fundraising activities, lobbying, research, construction, major renovations, and reimbursement of pre-award costs, clinical care, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, backfilling costs for staff or the purchase of incentive items.

SECTION II. PERFORMANCE MEASURES:

A. Contractor will meet and report performance measures based on milestones that are developed in coordination with DSHS for the Contractor's project as provided in Section I.

Contractor will provide services in the following counties: Collin

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS:

This Contract will not be renewed.

SECTION V. PAYMENT METHOD:

A. DSHS will pay the Contractor on a cost reimbursement basis as provided for in the attached Categorical Budget and, if applicable to this project, Equipment List.

B. DSHS will pay the Contractor for its performance under this Contract from its current revenues.

SECTION VI. BILLING INSTRUCTIONS:

Contractor will 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 will submit the Financial Status Report (FSR-269A) and Match Reimbursement Certification (B-13A) on a quarterly basis. Vouchers, supporting documentation, Financial Status Reports, and Match Reimbursement Certification should be mailed or submitted by fax or email 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
Fax: (512) 458-7442
Email: invoices@dshs.state.tx.us

SECTION VII. BUDGET:

SOURCE OF FUNDS: CFDA # 93.069.000

DUNS NUMBER: 074873449

SECTION VIII. SPECIAL PROVISIONS:

A. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 14, 2015, for costs incurred between the services dates of October 1, 2014 and June 30, 2015. No expenditures with service dates from October 1, 2014 to June 30, 2015 will be paid after August 14, 2015 from the Budget Period 3 (BP3) allocation. This Subsection supersedes Section 4.03 of the Fiscal Year 2015 Department of State of Health Services General Provisions (Core/Sub Recipient).

B. As provided for in Section 6 of the Contract, the following Fiscal Year 2015 Department of State of Health Services General Provisions (Core/Sub Recipient) are amended.

1. Section 5.02 (Billing Submission) is modified by adding the following language "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."

2. Section 15.15 (Amendment) is modified by adding the following language "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 Contract."

3. Section 15.16 (Contractor's Notification of Change to Certain Contract Provisions) is modified by deleting in its entirety Subsection (d) of this Section.