

ATTACHMENT A STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A.** Perform activities in Collin County (hereinafter the "Jurisdiction") in support of the Public Health Emergency Preparedness Cooperative Agreement from the Centers for Disease Control and Prevention (CDC) and further Strategic National Stockpile (SNS) program to comply with the Public Health Emergency Preparedness (PHEP) Cooperative Agreement's capabilities-based approach. The Cities Readiness Initiative (CRI) requirements support the Medical Countermeasure Dispensing and Medical Materiel Management and Distribution capabilities. The CRI supports medical countermeasure distribution and dispensing for all-hazards events.
- B.** 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.
- C.** Cooperate with System Agency 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.
- D.** Utilize the Texas Medical Countermeasure (MCM) Strategy Document, as amended, to develop and execute plans, thus preparing the Metropolitan Statistical Area (MSA) to provide medical countermeasures to the identified population during a large-scale public health emergency. The Texas MCM Strategy Document is available at: <https://www.dshs.texas.gov/commprep/sns.aspx> or by contacting the Strategic National Stockpile (SNS) Central Office Team at SNS@dshs.texas.gov. To accomplish this, Grantee will meet the planning and operational standards as outlined in Sections I(B)-(K) of this Contract, and the current Operational Readiness Review (ORR) Tool, as amended, that applies to the following Public Health Emergency Preparedness Capabilities:
 - 1. Primary Capabilities:
 - a) Capability 8: Medical Countermeasure Dispensing
 - b) Capability 9: Medical Materiel Management and Distribution.
 - 2. Support Capabilities:
 - a) Capability 1: Community Preparedness
 - b) Capability 3: Emergency Operations Coordination
 - c) Capability 4: Emergency Public Information and Warning

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- d) Capability 6: Information Sharing
 - e) Capability 14: Responder Safety and Health
 - f) Capability 15: Volunteer Management.
- E.** Conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program (HSEEP) guidance.
- F.** Complete and submit the Operational Readiness Review (ORR) provided by System Agency to System Agency SNS SharePoint twenty (20) business days prior to review.
- G.** Provide updated Point of Dispensing (POD) standards data for submission to System Agency SNS SharePoint by April 1, 2018.
- H.** Perform and submit metrics on three (3) different SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Review/Improvement Plan (AAR/IP) sixty (60) days after completion of the drill or by April 1, 2018. Submit AAR/IP to the System Agency SNS SharePoint Site by April 1, 2018. Acceptable timeframe from completed data sheets and AAR/IP for submission is from July 1, 2017 to April 1, 2018. Acceptable drills include:
- 1. Staff Call Down;
 - 2. Facility Set-up;
 - 3. POD Activation;
 - 4. Dispensing Throughput; and
 - 5. RealOpt usage;
- I.** Submit a current multi-year training & exercise plan that covers FY18 through FY23 to System Agency within an established timeframe designated by System Agency.
- J.** Conduct one (1) dispensing Full Scale Exercise (FSE) within the designated CRI/MSA planning areas within the 2017 to 2022 performance period. The FSE must include the hospital or health care coalition component. Grantee must conduct exercise in accordance with System Agency/CDC full scale exercise requirements. Grantee will submit to System Agency a written exercise notification sixty (60) days prior to the exercise. A joint AAR/IP must be submitted within sixty (60) days of the exercise to the System Agency Preparedness Exercise team inbox (preparednessexercise@dshs.state.tx.us). The AAR/IP must also include a corrective action plan. This exercise must be a functional exercise or a full-scale exercise.
- K.** Have plans, processes, and training in place to meet NIMS compliance requirements.
- L.** If using volunteers as provided for in this Contract during FY18, which encompasses the contract term of July 1, 2017 to June 30, 2018, then the Grantee must either:
- 1. Request access to the TDVR from the State ESAR-VHP System Administrator, and enter all volunteer data into the system using the Intermedix

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Data Input Form and submit the form to the State ESAR-VHP System Administrator; or

2. Petition System Agency 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 that meets the following federal requirements:

- 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).
- k) 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 entered into the system.

M. Submit programmatic reports as directed by System Agency in a format specified by System Agency and as needed to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c), as amended. Grantee will provide System Agency other reports, including financial reports, and any other reports that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.

N. Complete an end-of-year performance report in a format specified by System Agency no later than August 15, 2018.

O. In the event of a local, state, or federal emergency the Grantee has the authority to utilize

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approximately five percent (5%) of the Grantee's staff's time supporting this Contract for response efforts. System Agency will reimburse Grantee up to five percent of this Contract funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Grantee 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. Grantee will notify the Assigned Contract Manager in writing when this provision is implemented.

- P. In the event of a public health emergency involving a portion of the state, 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 System Agency.
- Q. 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.
- R. Match funds awarded for this Contract 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 Grantee 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 92.24.

Grantee will provide matching funds for this Contract not less than ten-percent (10%) of the Contract amount as set forth in **Attachment B, Budget**. Cash match is defined as an expenditure of cash by the Grantee on allowable costs of this Contract that are borne by the Grantee. 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 Grantee. The criteria for match must:

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 Grantee'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

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- 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.
- S. 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.
- T. Initiate the purchase of approved equipment no later than June 30, 2018, as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2018. In addition, all equipment and supplies must be received by Grantee not later than forty-five (45) calendar days following the end of the Contract term.
- U. Comply with the following documents and resources, as amended, which are incorporated by reference and made a part of this Contract:
- 1. Planning Guidance Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:
http://www.cdc.gov/phpr/capabilities/DSLRCapabilities_July.pdf;
 - 2. Homeland Security Exercise and Evaluation Program (HSEEP) Documents:
<https://www.llis.dhs.gov/HSEEP>;
 - 3. Preparedness program guidance(s) as provided by System Agency and CDC;
 - 4. Receiving, Distributing, and Dispensing Strategic National Stockpile Assets: A Guide to Preparedness Version 11: System Agency SNS SharePoint site, Shared Documents/SNS Program Resources & Guidance/2017-2018_SNS Program Requirements;
 - 5. CDC Public Health Emergency Preparedness Cooperative Agreement, Medical Countermeasure Reference Guide; and
 - 6. Medical Countermeasure Operations Readiness Strategy 2014-2017,
<https://www.dshs.state.tx.us/commprep/sns/MCM-Operational-Readiness-Strategy-FINAL/>.
 - 7. System Agency and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120104CONT15;
 - 8. Presidential Policy Directive 8/PPD-8, March 30, 2011:
<http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf>;
 - 9. Community Preparedness Section Exercise Team Web Site:

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<http://www.dshs.state.tx.us/commprep/exercises.aspx>; and
10. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare
(videos): <http://www.texasprepares.org/survivingdisaster.htm>.

- V. Comply with all applicable federal and state laws, rules, and regulations, as amended, 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.

II. PERFORMANCE MEASURES

- A. The System Agency will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.
- B. Grantee will meet and report performance measures based on requirements that are developed in coordination with System Agency for the Grantee's project as provided in Section I. Grantee must also demonstrate adherence to PHEP reporting deadline and the capability to receive, stage, store, distribute, and dispense materiel during a public health emergency. Failure to meet these requirements may result in withholding a portion of the current fiscal year PHEP base award.
- C. System Agency will send a requirements schedule for reporting these Performance Measures within thirty (30) days of the Contract start date.

III. INVOICE AND PAYMENT

- A. Grantee will request reimbursement using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.texas.gov/grants/forms.shtm>. Voucher and supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below. Additionally, the Grantee will submit the Financial Status Report (FSR-269A) and the Match Certification Form (B-13A). Vouchers, supporting documentation, Financial Status Reports, and Match Certification Forms should be mailed or emailed to the addresses below:

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us

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B-13, B-13A, and supporting documentation should be emailed to:
invoices@dshs.state.tx.us & php.vouchersupport@dshs.state.tx.us

FSR should be emailed to: invoices@dshs.state.tx.us,
php.vouchersupport@dshs.state.tx.us & FSRGrants@dshs.state.tx.us

- B. Grantee will be reimbursed on a monthly basis and in accordance with the Budget in **Attachment B** of this Contract.
- C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. System Agency Program will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total contract amount as approved for this Contract, Grantee'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.
- D. Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total amount of the Contract funded by DSHS. All advances must be expended by the end of the contract term. Advances not expended by the end of the contract term must be refunded to DSHS. Grantee will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the Grantee must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, DSHS will reduce the reimbursement request by one-third of the remaining balance of the advance.

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