

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-003715-00**



This 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 Nueces County Public Health District (Contractor), a Governmental, (collectively, the Parties) entity.

- 1. Purpose of the Contract:** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.
- 2. Total Amount:** The total amount of this Contract is \$41,297.00.
- 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 06/30/2015 and ends on 09/30/2016. DSHS has the option, in its sole discretion, to renew the Contract. 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. Program Name:** CPS/EBOLA Ebola Public Health Preparedness

7. Statement of Work:

SECTION I. STATEMENT OF WORK:

A. Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-12010302SUPP15) under the Grant Title: Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Cooperative Agreements / PHEP Supplemental for Ebola Preparedness and Response Activities and CFDA # 93.074 from the Centers for Disease Control and Prevention (CDC). This Ebola preparedness and response supplemental funding seeks to support accelerated local public health preparedness planning and operational readiness for responding to Ebola virus disease. For the Ebola Supplemental Funds, there is not a match requirement.

B. Contractor shall collaborate with the healthcare sector through contractor participation in regional healthcare coalitions. Contractor activities should be fully coordinated with the healthcare sector in awardee jurisdictions, as well as with other state-funded public health programs and those of other agencies to promote cross-cutting and coordinated activities while limiting duplication.

C. Contractor shall address public health preparedness capabilities including, but not limited to the contractor's work plan submitted to DSHS as provided for in Section I(L)(2):

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 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

D. 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.

E. 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.

F. Contractor will comply with all applicable regulations, standards and guidelines in effect on the beginning date of the Term of this Contract.

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

H. In the event of an infectious disease outbreak involving a portion of the state, Contractor will mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements and not performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from DSHS.

I. Contractor will inform DSHS in writing if Contractor will not continue performance under this Program Attachment 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.

J. 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.

K. 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. Vacant positions existing after ninety days may result in a decrease in funds.

L. The Contractor will:

1. Submit 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.
2. Submit a work plan to DSHS outlining activities and deliverables on a template to be provided by DSHS within 30 days of the start of the contract.

3. Submit the mid-year report in a format and timeframe to be determined by DSHS.
4. Submit a close-out report in a format and timeframe to be determined by DSHS.
5. Submit the concept of operations plan for responding to Ebola or highly infectious diseases developed in accordance with DSHS Planning Standards by Sept 30, 2016.
6. Submit quarterly (July 15, 2015; October 15, 2015; January 15, 2016; April 15, 2016; July 15, 2016; September 30, 2016) two examples of evidence of collaboration with healthcare coalitions such as meeting agendas, minutes, sign-in sheets or other documentation of communication.
7. Submit at mid-year and closeout evidence of at least quarterly epidemiological data information sharing to healthcare system partners in their jurisdictions; evidence may include newsletters, bulletins, or reports.
8. Submit at mid-year and closeout evidence of at least quarterly non-pharmaceutical intervention information sharing to healthcare system partners in their jurisdictions; evidence may include newsletters, bulletins, or reports.
9. Designate a member of the PHEP program to attend, in person, one (1) of the eight (8) regional DSHS Ebola virus disease (EVD) seminars to be held in each of the eight (8) DSHS health service regions.
10. Designate a member of the PHEP program to attend, in person, the statewide Ebola Virus Disease Symposium.
11. Complete all additional reporting requirements requested by DSHS. Due dates will be listed in the most current DSHS Ebola supplemental reporting schedule, to be released no later than June 1, 2015.

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

M. In the event of another local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to five percent of this Program Attachments funded by CDC for personnel costs responding to an emergency event. Contractor shall 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 shall notify the Assigned Contract Manager in writing when this provision is implemented.

N. For the purposes of this Contract, the Contractor may not use funds for research, clinical care, the purchase of furniture or equipment, fund-raising activities or lobbying, construction or major renovations, for reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible.

O. Contractor will only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.

P. Contractor shall coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on the DSHS website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

SECTION II. PERFORMANCE MEASURES:

The initial reporting requirements schedule is subject to change as DSHS and CDC modify performance measures and due dates.

Contractor shall provide services in the following counties:

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS:

DSHS and the Contractor may renew this Contract by executing a new agreement.

SECTION V. PAYMENT METHOD:

- A. DSHS will make payments for services it receives under this Contract to the Contractor from its current revenues.
- B. If applicable, the Contractor will liquidate or return unused portions of the working capital advance to the DSHS prior to the end of the contract period of September 30, 2016.

SECTION VI. FINANCIAL INFORMATION

SOURCE OF FUNDS: CFDA # 93.074
GRANT TITLE: CDC-RFA-TP12-12010302SUPP15

SECTION VII. 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). Vouchers, supporting documentation and Financial Status Report should be mailed or emailed to the addresses below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

B-13: invoices@dshs.state.tx.us
Php.vouchersupport@dshs.state.tx.us

Support Document: invoices@dshs.state.tx.us
Php.vouchersupport@dshs.state.tx.us

B-13A: invoices@dshs.state.tx.us
Php.vouchersupport@dshs.state.tx.us

FSR: invoices@dshs.state.tx.us
Php.vouchersupport@dshs.state.tx.us
FSRGrants@dshs.state.tx.us

8. Service Area

Nueces County

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10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2015-Solicitation-00002

RLHS FY15 Ebola NEW CONTRACT

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 09/30/2016

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.074

14. DUNS Number:

078495025

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16. Special Provisions

SECTION VIII. SPECIAL PROVISIONS:

A. General Provisions, Compliance and Reporting Article II, Applicable Laws and Regulations Regarding Funding Sources, Section 2.06, is amended by deleting Section 2.06 in its entirety and replacing it with the following:

When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §___.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

B. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than November 14, 2016, for costs incurred between the services dates of June 30, 2015 to September 30, 2016. No expenditures with service dates from June 30, 2015 to September 30, 2016 will be paid after November 14, 2016 from the HPP-PHEP Cooperative Agreement/PHEP Supplemental for Ebola Preparedness and Response Activities. This Subsection supersedes Section 4.03 of the Fiscal Year 2015 Department of State of Health Services General Provisions (Core/Sub Recipient).

C. General Provisions, Funding Article IV, Use of Funds Section 4.03, is amended to include the following: Contractor is allocated \$41,297 from June 30, 2015 to September 30, 2016.

Expenditures may not exceed the above allocated amounts within the specified timeframes.

D. General Provisions, Terms and Conditions of Payment Article VI, 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.

E. General Provisions, Access and Inspection Article XI, Access Section 11.01 is hereby revised to include the following:
In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Statement of Work and Exhibit A, upon request by the DSHS Program staff.

F. General Provisions, General Business Operations of Contractor Article XIV, Equipment Purchases (Including Controlled Assets), Section 14.20, is revised as follows:
Contractor is required to initiate the purchase of approved equipment no later than September 30, 2016 as

documented by issue of a purchase order or written order confirmation from the vendor on or before September 30, 2016. In addition, all equipment must be received no later than 45 calendar days following the end of the Program Attachment term.

G. General Provisions, General Terms Article XV, Amendment Section 15.15, 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.

17. Documents Forming Contract. The Contract consists of the following:

- a. Contract (this document) 2015-003715-00
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budget
- d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding
Accountability and Transparency Act (FFATA) Certification
- e. 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.

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

19. 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: Nueces County
Vendor Identification Number: 17460005857

20. 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.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services

Nueces County Public Health District

By:
Signature of Authorized Official

By:
Signature of Authorized Official

Date

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 78756-4204
City, State, Zip

Name and Title
Address
City, State, Zip

Telephone Number

Telephone Number

E-mail Address

E-mail Address

Budget Summary

Organization Name: Nueces County Public Health District Program ID: CPS/EBOLA
Contract Number: 2015-003715-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$2,430.00	\$0.00	\$0.00	\$2,430.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$6,870.00	\$0.00	\$0.00	\$6,870.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$31,997.00	\$0.00	\$0.00	\$31,997.00
Total Direct Costs	\$41,297.00	\$0.00	\$0.00	\$41,297.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$41,297.00	\$0.00	\$0.00	\$41,297.00