

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT 2015-003715-01**



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 Corpus Christi-Nueces County Public Health District (County) (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 \$43,497.00.

**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 06/30/2017. 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:** As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

**6. Program Name:** CPS/EBOLA Ebola Public Health Preparedness

## 7. Statement of Work:

### 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. 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.

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 7 (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 June 30, 2017.
6. Submit the Ebola Collaboration Quarterly Reports, in accordance with the FY15-FY16-FY17 Ebola

Contractual Requirements Schedule and provide 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. Complete all additional reporting requirements requested by DSHS. All additional reporting requirements and due dates as listed in this current FY15-FY16-FY17 Ebola Contractual Requirements Schedule are subject to change as DSHS and CDC modify requirements and dates. 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.

#### Q. PERFORMANCE MEASURES:

DSHS will monitor the Contractor's compliance with the requirements in Section 7 and this Contract and failure to meet these requirements may result in withholding a portion of the current PHEP base awards.

The initial reporting requirement schedule for the requirements is subject to change as DSHS and CDC may modify requirements and due dates. DSHS will send a requirements schedule within thirty (30) days of the contract start date.

#### R. 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](mailto:invoices@dshs.state.tx.us) [Php.vouchersupport@dshs.state.tx.us](mailto:Php.vouchersupport@dshs.state.tx.us)

Support Document: [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us) [Php.vouchersupport@dshs.state.tx.us](mailto:Php.vouchersupport@dshs.state.tx.us)

FSR: [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us) [Php.vouchersupport@dshs.state.tx.us](mailto:Php.vouchersupport@dshs.state.tx.us)  
[FSRGrants@dshs.state.tx.us](mailto:FSRGrants@dshs.state.tx.us)

## 8. Service Area

Nueces County

**This section intentionally left blank.**

**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, 93.074, 93.074

**14. DUNS Number:**

078495025



**This section intentionally left blank.**

## 16. Special Provisions

### SPECIAL PROVISIONS:

A. General Provisions, Terms and Conditions of Payment Article VI, Section 6.02, Department Review, 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.

B. General Provisions, General Business Operations of Contractor Article XIV, Equipment, Section 14.20, is revised to include the following:

Contractor is required to initiate the purchase of approved equipment no later than June 30, 2017 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2017. In addition, all equipment must be received no later than 45 calendar days following the end of the Contract term.

C. 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 Contract and applicable Exhibit(s), upon request by the DSHS Program staff.

D. General Provisions, Payment Methods and Restrictions, Article V, Section 5.04, Working Capital Advance, is revised to include the following:

Contractor may request a one-time working capital advance not to exceed 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. Contractors 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 contractor 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.

E. General Provisions, Article III. Services, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (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.

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

- a. Contract (this document)      2015-003715-01
- 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**

By:  
Signature of Authorized Official

Date

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

Telephone Number

E-mail Address

**Corpus Christi-Nueces County Public Health**

**District (County)**

By:  
Signature of Authorized Official

Date

Name and Title  
Address  
City, State, Zip

Telephone Number

E-mail Address

### Budget Summary

Organization Name: Corpus Christi-Nueces County  
Public Health District (County)

Program ID: CPS/EBOLA

Contract Number: 2015-003715-01

#### Budget Categories

| <b>Budget Categories</b> | <b>DSHS Funds Requested</b> | <b>Cash Match</b> | <b>In Kind Match Contributions</b> | <b>Category Total</b> |
|--------------------------|-----------------------------|-------------------|------------------------------------|-----------------------|
| Personnel                | \$0.00                      | \$0.00            | \$0.00                             | \$0.00                |
| Fringe Benefits          | \$0.00                      | \$0.00            | \$0.00                             | \$0.00                |
| Travel                   | \$3,118.00                  | \$0.00            | \$0.00                             | \$3,118.00            |
| Equipment                | \$0.00                      | \$0.00            | \$0.00                             | \$0.00                |
| Supplies                 | \$8,382.00                  | \$0.00            | \$0.00                             | \$8,382.00            |
| Contractual              | \$0.00                      | \$0.00            | \$0.00                             | \$0.00                |
| Other                    | \$31,997.00                 | \$0.00            | \$0.00                             | \$31,997.00           |
| Total Direct Costs       | \$43,497.00                 | \$0.00            | \$0.00                             | \$43,497.00           |
| Indirect Costs           | \$0.00                      | \$0.00            | \$0.00                             | \$0.00                |
| <b>Totals</b>            | <b>\$43,497.00</b>          | <b>\$0.00</b>     | <b>\$0.00</b>                      | <b>\$43,497.00</b>    |

**CERTIFICATION REGARDING LOBBYING**

Organization Name: Corpus Christi-Nueces County Public Health District (County)

Contract Number: 2015-003715-01

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Applicable

Non- Applicable

Signature of Authorized Individual

Annette Rodriguez

Date:

08/24/2015

## Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

|                           |  |                    |            |
|---------------------------|--|--------------------|------------|
| Organization Name         | Corpus Christi-Nueces County Public Health District (County)                   |                    |            |
| Address                   | 1702 Horne Rd  | State              | Texas      |
| City                      | Corpus Christi   | Zip Code (9 digit) | 78416      |
| Payee Name                | Nueces County  |                    |            |
| Address                   | dba Corpus Christi-Nueces<br>County Public Health Dis<br>901 Leopard St Rm 304 | State              | TX         |
| City                      | Corpus Christi   | Zip Code (9 digit) | 78401-3602 |
| Vendor Identification No. | 17460005857  | MailCode           | 016        |
| Payee DUNS No.            | 078495025  |                    |            |

1. Did your organization have a gross income, from all sources, of more than \$300,000 in your previous tax year?

Yes       No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

Yes       No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

Yes       No

4. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes       No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.  
Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1

Name                    Anna Velazquez  
Email                    anna.velazquez@nucesco.com  
Telephone                (361) 888-0612

FFATA Contact Person #2

Name                    Dale Atchley  
Email                    dale.atchley@nucesco.com  
Telephone                (361) 888-0556

As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

|                   |            |
|-------------------|------------|
| E-Signature       | Date       |
| Annette Rodriguez | 08/24/2015 |