

CONTRACT NO.2011-037518
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000368744

CONTRACTOR: HIDALGO COUNTY HEALTH DEPARTMENT

DSHS PROGRAM: **PPCPS/PHER-FA1** Identify gaps in mass vaccination
planning/implementation

TERM:10/01/2010 THRU: 07/31/2011

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Cooperative Agreement Work Plan for Public Health Emergency Response (PHER) (Funding Opportunity CDC-RFA-TP09-902-H1N109).

For PHER Focus Area I, Phases I and II, Contractor shall identify gaps related to mass vaccination planning and implementation, vaccine delivery, vaccine administration, and related communications planning and implementation. Contractor shall perform activities to remedy the identified gaps. The following activities are allowed:

- Hiring of staff to conduct pandemic response planning, preparation and implementation activities.
- Purchasing of supplies that will be needed for a pandemic response (e.g., storage space, cold chain supplies, ancillary supplies for vaccination, lab testing supplies, general supplies, personal protective equipment and antivirals for public health response workers in accordance with the Centers for Disease Control and Prevention (CDC) and the National Institute for Occupational Safety and Health guidelines, and non-pharmaceutical supplies).
- Purchasing of additional vaccine administration supplies as needed for future pandemic response.
- Travel for planning, conferences and training related to pandemic preparedness activities.

For PHER Focus Area 1, Phase III, Contractor will address gaps in pandemic response capabilities including, but not limited to, implementation of mass vaccination campaigns at local and tribal (if applicable to the local jurisdiction) levels. Specifically, PHER Phase III is intended for vaccine administration at the state, local, tribal, and territorial levels and enhancement of the capabilities of the private sector to administer vaccine.

For PHER Focus Area II, Contractor shall conduct activities at the local level in support of Laboratory, Epidemiology, Surveillance, and Other Associated Pandemic Preparedness and Response Activities. The purpose of Focus Area II is to ensure a robust capacity to detect and

monitor influenza illness and viruses through laboratory testing, epidemiology, surveillance, public health investigations, and other associated pandemic response activities.

These funds shall not be used for:

- Purchase of vehicles.
- Response or recovery efforts prior to the contract start date.
- Research.
- Construction.
- Clinical care.
- Interest on loans for the acquisition and/or modernization of an existing building.

Seasonal flu activities are only allowable for testing of pandemic plans or to implement corrective actions or improvement plans related to After-Action Report observations. PHER funds cannot be used to support mass vaccination for seasonal flu.

Recipients may only expend funds for reasonable program purposes and may not use funds to supplant Public Health Emergency Preparedness (PHEP) or any other program.

Recipients must account for PHER funds per each of the following allocations: Focus Area I, Phase I and II, Focus Area 1, Phase III, and Focus Area II. Commingling of funds among the PHER allocations referenced above and/or PHEP is not allowed.

Contractor must distinguish each PHER allocation separately on all cost reimbursement invoices (B-13 and supporting documentation) sent to DSHS for processing. Contractor may not exceed the following amounts for each PHER allocation:

PHER Allocation	Not To Exceed Amount
Focus Area I; Phase I-II	391,942.00
Focus Area I; Phase III	822,167.00
Focus Area II	312,202.00

Funding may also be used to address other remaining pandemic preparedness and response gaps subject to approval by DSHS.

Contractor must comply with the administrative requirements outlined in 45 CFR Part 74 and Part 92, as appropriate. The following additional requirements apply to this project:

- AR-8 Public Health System Reporting Requirements
- AR-9 Paperwork Reduction Act Requirements
- AR-10 Smoke-Free Workplace Requirements
- AR-12 Lobbying Restrictions
- AR-13 Prohibition on Use of CDC Funds for Certain Gun Control Activities
- AR-14 Accounting System Requirements

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

- Public Law 109-417, Pandemic and All-Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

The following documents are incorporated by reference and made a part of this Program Attachment:

- Centers for Disease Control and Prevention (CDC) Guidance for Public Health Emergency Response (Funding Opportunity CDC-RFA-TP09-902-H1N109, <http://www.grants.gov/search/search.do?oppId=48370&mode=VIEW>);
- Contractor's FY10 Applicant Information and Budget Detail; and
- CDCs Local Emergency Preparedness and Response Inventory.

SECTION II. PERFORMANCE MEASURES:

Contractor shall complete activities and performance measures as outlined below:

1. Complete progress report(s) as requested by and in a format to be provided by DSHS. DSHS will notify Contractor when the CDC has released the reporting formats for completion and will provide 15 days to complete the required reports.
2. Coordinate pandemic response planning with other local preparedness and response partners, including but not limited to local emergency management coordinator, trauma service area regional advisory councils, local hospitals, large medical clinics, federally qualified health centers, local Independent School Districts and other community schools, colleges or universities.
3. Coordinate with DSHS epidemiology and surveillance staff at regional and state levels on collection and submission of influenza surveillance data per the epidemiology and surveillance guidelines established by DSHS for the contract period.
4. Collect and submit influenza surveillance and investigation data and specimens as part of state-wide influenza surveillance and local response and surveillance as appropriate for the situation during the contract period. Influenza surveillance and investigation data should be submitted to DSHS Infectious Disease Control Unit through the DSHS Health Services Region (HSR) as appropriate for the situation during the contract period. Data from the H1N1 case report form for deaths may be submitted via the National Electronic Disease Surveillance System (NEDSS) Based System (NBS) or by fax as agreed upon with the HSR within one (1) working day of completing the investigation. Specimens should be submitted to the Laboratory Response Network (LRN) lab designated as the LRN lab for the Contractor's jurisdiction or DSHS Laboratory according to the specimen collection criteria located at <http://www.dshs.state.tx.us/swineflu/Lab-Test-Protocol.shtm>.
5. Attend quarterly DSHS public health preparedness meetings as travel budgets and programmatic pandemic influenza planning and response activities will allow.

SECTION III. SOLICITATION DOCUMENT:

Exempt – Governmental Entity

SECTION IV. RENEWALS:

None

SECTION V. PAYMENT METHOD: Cost Reimbursement

Funding is further detailed in the attached categorical budget and, if applicable, equipment list.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

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

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

Phase III funds shall be identified separately and distinctly on the State of Texas Purchase Voucher (Form B-13) from Phase I and II funds.

SECTION VII. BUDGET:

SOURCE OF FUNDS: *CFDA # 93.069*

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **General Terms, Amendment** Article, 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.

General Provisions, **Terms and Conditions of Payment** Article, 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.

General Provisions, **Allowable Costs and Audit Requirements** Article, is amended to include the following:

For the purposes of this Program Attachment, Funds may not be used for research, reimbursement of pre-award costs, purchase vehicles of any kind, new construction, or to purchase incentive items.

General Provisions, **Compliance and Reporting** Article, **Statutes and Standards of General Applicability** Section, is amended to include the following:

Contractor, as a subrecipient of federal grant funds, is prohibited from texting while driving a federal government owned vehicle and from texting while using government furnished electronic equipment while driving any vehicle, including any privately owned or governmental owned vehicle. "Texting" means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. "Driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. "Government furnished electronic equipment" means any electronic equipment that may be used for texting and for which any payment is made, in part or in whole, under this program attachment. The Contractor is responsible for ensuring its employees are aware of this prohibition and adhere to this prohibition.

General Provisions, **General Terms** Article, **Contractor's Request for Revision of Certain Contract Provisions** Section, is amended to include the following:

Contractor is not required to submit a Contract Revision Request for a change in previously approved equipment when substituting an equivalent equipment item (For example, purchase of XYZ brand computer instead of approved ABC brand computer with essentially identical features as the XYZ computer). All requirements pertaining to Equipment, not otherwise amended in this Program Attachment, remain in effect.