

CONTRACTOR: HIDALGO COUNTY

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

TERM: 09/01/2012 THRU: 08/31/2013

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-1201) from the Centers for Disease Control and Prevention (CDC). CDC's new five-year Public Health Emergency Preparedness (PHEP) – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs by advancing public health and healthcare preparedness.

Contractor shall address the following CDC PHEP Capabilities under this Program Attachment:

Tier 1 Capabilities

- Capability 3: Emergency Operations Center Coordination
- Capability 6: Information Sharing
- Capability 9: Medical Material Management and Distribution
- Capability 14: Responder Safety and Health

Capability 3 – Emergency Operations Center Coordination:

Definition: Emergency Operations coordination is the 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.

Capability 6 – Information Sharing:

Definition: 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.

Capability 9 – Medical Material Management and Distribution:

Definition: 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.

Capability 14 – Responder Safety and Health:

Definition: The responder safety and health capability 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.

Contractor shall purchase the following:

- Inventory and management tracking system to support each of the countermeasure tracking components while having the capability to interoperate. The inventory tracking system shall provide PHEP public health providers with a tool to track medical countermeasure inventory and resources during an event down to the operations including receiving, staging, and storing of all inventory. Project shall be referred to as “Project LHB-55a”. The allocation for Project LHD-55a is \$4,752.00;
- Four (4) media tablets to exercise the use of systems within emergency operations coordination. Media tablet support WebEOC under this “Project LHD-55b”. The allocation for Project LHD-55b is \$2,322.00;
- Ham radios to enhance communication capabilities in the rural areas under this “Project LHD-55c”. The allocation for Project LHD-55c is \$10,800.00;
- Regional/Jurisdictional Trainings. Courses includes, but is not limited to, Basic Disaster Life Support (BDLS), Advance Disaster Life Support (ADLS), Group Crisis Intervention & Peer Support, and Individual Crisis Intervention & Peer Support Training for local health department staff and partners within the Region/Jurisdictional area. This project shall be referred to as “Project LHD-55d”. The allocation for Project LHD-55d is \$34,875.00; and
- WebEOC Board programming training. Contractor’s staff shall travel and participate in WebEOC courses to improve programming during a public health emergency under this “Project LHD-55e”. The allocation for Project LHD-55e is \$9,689.00.

If applicable, Contractor shall request approval to move funds between projects through the Discretionary Reallocation Form. Requests shall be submitted to the assigned contract manager and to CPSRCT@dshs.state.tx.us.

DSHS encourages partnership and collaboration within, between, and among jurisdictions in the State of Texas related to preparedness activities. Partnership opportunities may include, but are not limited to, planning activities, exercises, training, and responding to incidents, events, or emergencies.

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

- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment. This is an inter-local agreement under Chapter 791 of the Government Code.

Through this Program Attachment DSHS and Contractor are furnishing a service related to homeland security and under the authority of Texas Government Code § 421.062, neither agency is responsible for any civil liability that may arise from furnishing any service under this Program Attachment.

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

- Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-1201. :
- *Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:*
<http://www.cdc.gov/phpr/capabilities/DSLRCapabilitiesJuly.pdf>;
- Presidential Policy Directive 8/PPD-8, March 30, 2011:
<http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf>;
- Texas Public Health and Medical Emergency Management 5-Year Strategic Plan;
- Tactical Guide, Companion Document to the Texas Public Health and Medical Emergency Management 5-Year Strategic Plan 2012 to 2016;
- Homeland Security Exercise and Evaluation Plan (HSEEP) Documents:
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
- Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
<http://www.texasprepares.org/survivingdisaster.htm>; and
- Preparedness Program Guidance(s) as provided by DSHS and CDC.

Funds awarded herewith 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.

Contractor is required to provide matching funds for this Program Attachment not less than 10% 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 Contractor's contract budget, and Contractor must follow procedures for generally accepted accounting practices as well as meet audit requirements.

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

In the event of a public health emergency involving a portion of the state, Contractor shall 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.

Contractor shall inform DSHS in writing if Contractor shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Program Attachment, including partial FTEs and temporary staff.

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 Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES:

Contractor shall meet and report milestones as developed in coordination with DSHS on each project described in SECTION I. STATEMENT OF WORK.

Contractor shall report the expenditure breakdown and provide an update of progress and activities as outlined in the attached Exhibit A. Contractor shall submit Exhibit A for each project as outlined in SECTION I. STATEMENT OF WORK. Each report will be submitted to PHP.VoucherSupport@dshs.state.tx.us and PHEP@dshs.state.tx.us with each monthly reimbursement request.

The Monthly Exhibit A is due in accordance to the table below:

September 1-September 30, 2012	October 30, 2012
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October 1-October 31, 2012	November 30, 2012
November 1-November 30, 2012	December 31, 2012
December 1-December 31, 2012	January 30, 2013
January 1-January 31, 2013	February 28, 2013
February 1-February 28, 2013	March 29, 2013
March 1-March 31, 2013	April 30, 2013
April 1-April 30, 2013	May 30, 2013
May 1-May 31, 2013	June 28, 2013
June 1-June 30, 2013	July 30, 2013
July 1-July 31, 2013	August 30, 2013
August 1-August 31, 2013	September 30, 2013

Contractor shall provide services in the following county(ies)/area: Hidalgo

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment at DSHS's sole discretion.

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) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor shall submit the Match/Reimbursement Certification (Form B-13A) and the Financial Status Report (FSR-269A) on a quarterly basis. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail 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

The fax number for submitting State of Texas Purchase Voucher (Form B-13), Match/Reimbursement Certification Form (Form B-13A), and Financial Status Report to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: CFDA # 93.069

DUNS NUMBER: 103110834

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article I, **Reporting** Section 1.03, is revised to include:

Contractor shall submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor shall 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. If Contractor is legally prohibited from providing such reports, Contractor shall immediately notify DSHS in writing.

Contractor shall provide 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).

General Provisions, **Payment Methods and Restrictions** Article IV, **Billing Submission** Section 4.02, is amended to include the following:

Contractor shall submit requests for reimbursement or payment, or revisions to previous reimbursement request(s), no later than July 30, 2013 for costs incurred between the services dates of September 1, 2012 and June 30, 2013.

General Provisions, **ARTICLE IV. PAYMENT METHODS AND RESTRICTIONS**, Section 4.04 **Working Capital Advance** is amended to include the following:

Contractor shall liquidate or return unused portions of the working capital advance to the Department prior to the end of the Program grant period of June 30, 2013.

General Provisions, **Payment Methods and Restrictions** Article IV **Financial Status Reports (FSRs)** Section 4.05, is amended to include the following:

Contractor shall submit FSRs to Accounts Payable by the last business day of the month following the end of each term reported. The FSR period will be reported as follows: Quarter One shall include September 1, 2012 through November 30, 2012. Quarter two shall include December 1, 2012 through February 28, 2013. Quarter three shall include

March 1, 2013 through June 30, 2013. Quarter four shall include July 1, 2013 through August 31, 2013. Contractor shall submit the final FSR no later than sixty (60) calendar days following the end of the applicable term.

General Provisions, **Terms and Conditions of Payment** Article IV, 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 VI, is amended to include the following:

For the purposes of this Program Attachment, funds may not be used for: fundraising activities, lobbying, research; construction, major renovations, reimbursement of pre-award costs; clinical care; the purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, or backfilling costs for staff.

General Provisions, **General Terms** Article XIII, **Amendment** Section 13.15, 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.

Categorical Budget:

PERSONNEL	\$0.00
FRINGE BENEFITS	\$0.00
TRAVEL	\$4,366.00
EQUIPMENT	\$12,000.00
SUPPLIES	\$5,616.00
CONTRACTUAL	\$38,750.00
OTHER	\$8,644.00
TOTAL DIRECT CHARGES	\$69,376.00
INDIRECT CHARGES	\$0.00
TOTAL	\$69,376.00
DSHS SHARE	\$62,438.00
CONTRACTOR SHARE	\$6,938.00
OTHER MATCH	\$6,938.00

Total reimbursements will not exceed \$62,438.00

Financial status reports are due: 12/31/2012, 04/01/2013, 07/01/2013, 10/31/2013

Equipment List Attached.

Equipment List

Equipment Total: \$ 12,000.00

Item #	Equipment Description	Units	Unit Cost	Total
1	HAM Radio YAESU FRDX9000/CONTEST 200W TRANSCEIVER, SINGLE RCVR	2	\$5,400.00	\$10,800.00
2	HAM Radio YAESU FRDX9000/CONTEST 200W TRANSCEIVER, SINGLE RCVR - 10% of Item Cash Match	2	\$600.00	\$1,200.00

Exhibit A:
Voucher Support Summary for Discretionary Projects

Contractor Name:			
Contract Attachment ID Number:			
Service Date (Monthly Reporting Period) :	From:	To:	
Contact:			
Contact's Email:			
Contact's Phone #:			

Instructions:

For each discretionary project contractors are required to submit monthly a detailed accounting of expenditures and activities. Contractors' completion of this form meets this requirement. A separate form is required for each discretionary project.

Section I requires contractors to provide financial information for all service activities. The 'TOTAL' row should include the sum of expenditures and equal the requested reimbursement amount listed on the State of Texas Purchase Voucher (Form B-13). This discretionary report does not take the place of the Form B-13. Contractors must submit this form along with each Form B-13 submitted to DSHS for reimbursement.

Please note, financial information must reconcile with the general ledger. Any expenditures for equipment and contractual must also include the submission of source documentation (invoices) to support the expenditures. Questions regarding this section may be directed to the contractor's assigned contract manager.

Section II requires all contractors complete a series of questions relating to the project status, timeline, and challenges.

Section I

Project Number (assigned by DSHS Central office)/ Project Name Description	Total Project Budget	Voucher Breakout Amount	DSHS HHSAS Line (for DSHS use only)
	\$ _____	\$ _____ <i>(This amount should match monthly voucher requested amount.) (Do not include matching funds above.)</i>	

Section II

Exhibit A:
Voucher Support Summary for Discretionary Projects

Milestones/ Project Timeline	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
<i>Include procurement steps and contracting steps</i>												

Risks			
Project Risks:	Assign Risk Value:		
<i>Detail project risks. List barriers that may hinder the project's completion.</i>	<i>1= low probability of occurrence, low impact on the project</i>	<i>2= medium probability of occurrence, medium impact on the project</i>	<i>3= high probability of occurrence, high impact on the project</i>
	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3
	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3
	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3
	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3
	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3
<i>Identify any new risks to the project. Detail any changes to risks reported previously.</i>			

Project Status	
Schedule to date:	Impact on end date on project:
<i>An assessment of whether the project is ahead or behind of where it was expected to be by the end of this reporting period.</i>	<i>An assessment of whether the project is expected to finish on time, early or late.</i>
<input type="checkbox"/> Ahead of Schedule <input type="checkbox"/> On Schedule <input type="checkbox"/> Behind Schedule <input type="checkbox"/> Completed	<input type="checkbox"/> Finish Ahead of Schedule <input type="checkbox"/> Finish on Time <input type="checkbox"/> Finish Behind Schedule
Budget to Date:	Impact on Total Budget of Project:
<i>An assessment of the budget over/under spend compared to the expected spend at the end of this</i>	<i>An assessment of final budget – costs and amount of any projected over/under spend plus any impact</i>

Exhibit A:
Voucher Support Summary for Discretionary Projects

<i>period amount of over/under spend.</i>	<i>on maintenance or ongoing costs if applicable.</i>
<input type="checkbox"/> On Budget <input type="checkbox"/> Over Budget <input type="checkbox"/> Under Budget	<input type="checkbox"/> Final Budget on Track <input type="checkbox"/> Final Budget Over <input type="checkbox"/> Final Budget Under
Work Status: Work Completed	Impact on Project:
<i>Describe the products or work completed during this period with explanation of any variance to the expected completion of work.</i>	<i>An assessment of whether the project is still expected to deliver the products and services with explanation of any variance.</i>

Issues Arising this Reporting Period
<i>List any issues arising this period with an assessment of impact to the project.</i>

Project Changes
<i>Provide details on any requested or identified change to the project. Describe new or modified project and/or activities. List any changes to the project and status of the change. Identify any impact on the budget and schedule.</i>

Fiscal Impact		
<input type="checkbox"/> Neutral	<input type="checkbox"/> Increase Amount of Increase : Click here to enter text.	<input type="checkbox"/> Decrease Amount of Decrease: Click here to enter text.
Revised Project Total \$ Amount	\$ Click here to enter text.	
Is DSHS Capital Authority Needed? <i>(Not Applicable for LHDs and Universities)</i>	<input type="checkbox"/> Yes Amount: Click here to enter text.	<input type="checkbox"/> No