



AI-85337

Health & Human Services Dept.

**CC CONSENT AGENDA SPECIAL MTG**

**Other**

**Meeting Date:** 04/19/2022

**Submitted For:** Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

**Submitted By:** Bryon Vela, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

**Information**

**CAPTION**

1. Requesting approval to accept the Public Health Emergency Preparedness grant contract No. 537-18-0176-00001, Amendment No. 8 with a contract term of July 1, 2022 through June 30, 2023 and for County Judge to e-sign the amendment and the Fiscal Federal Funding Accountability and Transparency Act Certification.
2. Requesting approval of the Certification of Revenue as certified by County Auditor in the amount of \$592,548.00 and to appropriate the same and the appropriation of the local match in the amount of \$59,255.00.

**BACKGROUND**

Hidalgo County has received funding for this grant program since 2002 and the program is intended to support Hidalgo County during emergency preparedness events.  
 01/11/2022 - Approval to submit renewal PHEP FY 23 grant application

**Fiscal Impact**

**CALENDAR YEAR:** 2022

**ACCT. #:** 2-1293-441-00-340-013-3-XXX

**FUNDS AVAILABLE Y/N?:** Y     **MATCHING FUNDS Y/N?:** Y

**BUDGETARY IMPACT:**

Requires 10% local match; Local match reserved during the 2022 budget process.

**Attachments**

- Appropriation
- Grant Contract Amendment
- Local Match Budget

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
(Originator)	Bryon Vela	04/04/2022 09:18 AM
Form Started By: Bryon Vela		Started On: 04/04/2022 09:18 AM



Stephanie Palacios &lt;stephanie.palacios1@auditor.co.hidalgo.tx.us&gt;

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**Request - Certification of Revenue - \$592,548 - PHEP**

1 message

**Bryon Vela** <bryon.vela@hchd.org>

Tue, Apr 5, 2022 at 8:27 AM

To: Stephanie Palacios &lt;stephanie.palacios1@auditor.co.hidalgo.tx.us&gt;

Cc: Minerva Diaz &lt;minerva.diaz@auditor.co.hidalgo.tx.us&gt;, Miguel Escaname &lt;mike.escaname@hchd.org&gt;

Good Morning Stephanie,

When you have the chance, I'd appreciate it if you could arrange a certification of revenue approved in the amount of \$592,548. This is in relation to AI-85337, scheduled for 04/19/2022, in which we are requesting the court to accept the grant contract amendment to provide the funds for our PHEP program.

Please let me know if you have any questions or concerns.

Sincerely,

--

**Bryon Vela**

Accountant II, Financial Accounting

Hidalgo County Health &amp; Human Services Department

1304 S. 25<sup>th</sup> Ave

Edinburg, TX 78542-7205

Main Line (956) 383-6221

Direct Line (956) 292-7000 ext. 7241

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**3 attachments** **AI-85337 Budget Appropriation.pdf**  
78K **537-18-0176-00001\_Hidalgo\_County\_A-8\_CPSH.pdf**  
2785K **Appropriation - PHEP FY 23.pdf**  
303K

DATE: 4/19/2021

**2022**

DEPARTMENT HEAD: Eduardo Olivarez

**Appropriation  
AI-85337**



DEPARTMENT NAME: Health & Human Services

ACCOUNT NUMBER: 2-1293-441-00-340-013-3-XXX

Contact Person: Mike Escaname Ph#: (956) 383-6221

**SUBJECT: Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	0 * *	AMOUNT
2-1293-441-00-340-013-3-113	CPS/HAZARDS-REG F/T EMPLOYEES		423,276.00
2-1293-441-00-340-013-3-211	CPS/HAZARDS-HEALTH INSURANCE	423,276.00+	75,137.00
2-1293-441-00-340-013-3-212	CPS/HAZARDS-LIFE INSURANCE	75,137.00+	377.00
2-1293-441-00-340-013-3-220	CPS/HAZARDS-FICA	377.00+	32,380.00
2-1293-441-00-340-013-3-230	CPS/HAZARDS-RETIREMENT	32,380.00+	55,152.00
2-1293-441-00-340-013-3-250	CPS/HAZARDS-UNEMPLOYMENT COMP	55,152.00+	4,233.00
2-1293-441-00-340-013-3-260	CPS/HAZARDS-WORKERS COMP	4,233.00+	4,233.00
2-1293-441-00-340-013-3-581	CPS/HAZARDS-TRAVEL IN COUNTY	4,233.00+	585.00
2-1293-441-00-340-013-3-583	CPS/HAZARDS-TRAVEL OUT OF COUNTY	585.00+	20,828.00
2-1293-441-00-340-013-3-610	CPS/HAZARDS-GENERAL SUPPLIES	20,828.00+	15,182.00
2-1293-441-00-340-013-3-550	CPS/HAZARDS-PRINTING & BINDING	15,182.00+	2,400.00
2-1293-441-00-340-013-3-584	CPS/HAZARDS-REGISTRATION FEES	2,400.00+	6,800.00
2-1293-441-00-340-013-3-532	CPS/HAZARDS-WIRELESS DEVICES	6,800.00+	1,620.00
2-1293-441-00-340-013-3-412	CPS/HAZARDS-CABLE/SATELLITE TV	4,800.00+	4,800.00
2-1293-441-00-340-013-3-430	CPS/HAZARDS-REPAIR & MAINT SRV	900.00+	900.00
2-1293-441-00-340-013-3-780	CPS/HAZARDS-CAPITAL LEASES	3,900.00+	3,900.00
		651,803.00*	
2-1293-331-12-340-013-3-000	CPS/HAZARDS-REVENUES		592,548.00
2-1293-391-01-340-013-3-100	TRANSFERS IN-GENERAL FUND (DO NOT POST)		59,255.00
2-1100-491-01-340-013-3-293	TRANSFERS OUT-HEALTH GRANTS (DO NOT POST)		59,255.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>			<b>651,803.00</b>

**REASON:** Appropriation of funds for CPS/HAZARDS (PHEP) FY 23 program that starts on 07/01/2022 and ends on 06/30/2023.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK



**TEXAS**  
Health and Human  
Services

**Texas Department of State Health Services**

**John Hellerstedt, M.D.**  
*Commissioner*

The Honorable Richard F. Cortez, County Judge  
Hidalgo County  
100 E. Cano Street, Ste. 2  
Edinburg, Texas 78539

Subject: Public Health Emergency Preparedness Contract  
Contract Number: 537-18-0176-00001, Amendment No. 8  
Contract Amount: \$4,298,053.00  
Contract Term: July 1, 2017 through June 30, 2023

Dear Judge Cortez:

Enclosed is the Public Health Emergency Preparedness Amendment No. 8 between the Department of State Health Services and Hidalgo County.

The purpose of this Contract is to perform activities in support of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement from the Centers for Disease Control and Prevention (CDC) in support of public health emergency preparedness.

This Amendment No. 8:

- 1) Increases the total contract value by \$651,803.00 (reflecting \$592,548.00 in **federal funding** and \$59,255.00 in match funding) for FY2023;
- 2) Extends the end of the contract term to June 30, 2023; and
- 3) Revises attachments to the contract.

Please let me know if you have any questions or need additional information.

Sincerely,

Fred L. Waterman, CTCM  
Contract Manager  
512-776-6585  
[Fred.Waterman@dshs.texas.gov](mailto:Fred.Waterman@dshs.texas.gov)

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. 537-18-0176-00001  
AMENDMENT NO. 8  
RENEWAL**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**System Agency**”) and **HIDALGO COUNTY** (“**Grantee**”), each a “**Party**” and collectively the “**Parties**” to that certain Public Health Emergency Preparedness (“**PHEP**”) contract effective July 1, 2017, and denominated as System Agency Contract No. 537-18-0176-00001 (the “**Contract**”), as amended, now desire to further amend the Contract.

**WHEREAS**, the Parties desire to amend the Contract;

**WHEREAS**, the Parties desire to extend the term of the Contract in accordance with **ARTICLE III, DURATION**, of the Contract Signature Document;

**WHEREAS**, the Parties desire to add funds to the Contract for the period from July 1, 2022, through June 30, 2023 (“**Fiscal Year 2023**” or “**FY2023**”);

**WHEREAS**, the Parties desire to modify the Notice to Proceed provision of the Contract;

**WHEREAS**, the Parties desire to revise the Statement of Work and the Uniform Terms and Conditions to the Contract;

**WHEREAS**, the Parties desire to incorporate **ATTACHMENT F.8, FFATA CERTIFICATION FORM**, into the Contract;

**WHEREAS**, the Parties desire to incorporate **ATTACHMENT G, FY23 INDIVIDUAL WORK PLAN**, into the Contract; and

**WHEREAS**, the Parties desire to revise **ARTICLE VI, LEGAL NOTICES**, of the Contract Signature Document.

**NOW THEREFORE**, the Parties hereby modify the Contract as follows:

1. **ARTICLE III, DURATION**, of the Contract Signature Document is amended to reflect a revised termination date of **June 30, 2023**.
2. **ARTICLE IV, BUDGET**, of the Contract Signature Document is amended to add **\$592,548.00 in federal funding** to the Contract with the Grantee providing a total of **\$59,255.00** in match funds for **FY2023**. The total not-to-exceed amount of the Contract is therefore increased to **\$4,298,053.00**, of which **\$3,930,274.00** represents federal funding and **\$367,779.00** represents match. All expenditures under the Contract will be in accordance with the revised budget set forth herein. Funds provided in support of one Contract activity may only be used for that activity and may not be comingled with other funds provided under this Contract.

3. **ARTICLE VI, LEGAL NOTICES**, of the Contract Signature Document is amended to replace System Agency information with the following:

**SYSTEM AGENCY**

Health and Human Services Commission  
Attn: Office of Chief Counsel  
4601 W. Guadalupe Street, Mail Code 1100  
Austin, Texas 78751

***with a copy to:***

Department of State Health Services  
Attention: General Counsel  
1100 W. 49<sup>th</sup> Street, Mail Code 1919  
Austin, TX 78756

4. **ARTICLE VIII, NOTICE TO PROCEED**, of the Contract Signature Document is hereby deleted in its entirety and replaced with the following:

**VIII. NOTICE TO PROCEED**

Funding for this Contract is dependent on the award of the applicable federal grant. No FY2023 work may begin and no charges may be incurred until the System Agency issues a written Notice to Proceed to Grantee. This Notice to Proceed may include an amended or ratified budget which will be incorporated into this Contract by a subsequent amendment, as necessary. Notwithstanding the preceding, at the discretion of the System Agency, Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance as defined by 2 CFR §200.309.

5. **ATTACHMENT B, BUDGET**, is hereby amended by deleting the budget table in its entirety and replacing it with the following:

Budget Categories	FY18 Budget Summary (7/1/17 – 6/30/18)	FY19 Budget Summary (7/1/18 – 6/30/19)	FY20 Budget Summary (7/1/19 – 6/30/20)	FY21 Budget Summary (7/1/20 – 6/30/21)	FY22 Budget Summary (7/1/21 – 6/30/22)	FY22 Budget Summary - South Texas All Hazards Conference	FY23 Budget Summary (7/1/22 – 6/30/23)	Total Budget Summary
Personnel	\$417,876.00	\$395,928.00	\$396,232.00	\$392,400.00	\$414,564.00	\$0.00	\$381,108.00	\$2,398,108.00
Fringe Benefits	\$151,689.00	\$150,532.00	\$156,789.00	\$150,956.00	\$165,577.00	\$0.00	\$154,425.00	\$929,968.00
Travel	\$0.00	\$6,692.00	\$8,356.00	\$12,192.00	\$560.00	\$0.00	\$21,413.00	\$49,213.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$4,601.00	\$6,774.00	\$9,975.00	\$21,054.00	\$1,143.00	\$11,000.00	\$15,182.00	\$69,729.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$87,500.00	\$114,240.00	\$95,446.00	\$15,946.00	\$10,704.00	\$139,000.00	\$20,420.00	\$483,256.00
Sum of DSHS Direct Costs	\$661,666.00	\$674,166.00	\$666,798.00	\$592,548.00	\$592,548.00	\$150,000.00	\$592,548.00	\$3,930,274.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sum of DSHS Direct Costs and Indirect Costs	\$661,666.00	\$674,166.00	\$666,798.00	\$592,548.00	\$592,548.00	\$150,000.00	\$592,548.00	\$3,930,274.00
Plus, Required Match (Cash or In-Kind)	\$65,917.00	\$57,417.00	\$66,680.00	\$59,255.00	\$59,255.00	\$0.00	\$59,255.00	\$367,779.00
<b>Total Contract Amount</b>	<b>\$727,583.00</b>	<b>\$731,583.00</b>	<b>\$733,478.00</b>	<b>\$651,803.00</b>	<b>\$651,803.00</b>	<b>\$150,000.00</b>	<b>\$651,803.00</b>	<b>\$4,298,053.00</b>

The Parties agree that Grantee shall provide total matching funds in the amount of **\$367,779.00**.

As identified in this Contract and used herein, the term “Fiscal Year” or “FY” means the period from July 1 to June 30<sup>th</sup> of the following year, and does not identify a State or Federal Fiscal Year period, e.g. “Fiscal Year 2023” or “FY2023” means the period from July 1, 2022, through June 30, 2023.

6. **ATTACHMENT A.8, FY2023 STATEMENT OF WORK**, is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
7. **ATTACHMENT C, HHSC UNIFORM TERMS AND CONDITIONS**, is deleted and replaced in its entirety with **ATTACHMENT C, HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.0**.
8. **ATTACHMENT F.8, FFATA CERTIFICATION FORM**, is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
9. **ATTACHMENT G, FY23 INDIVIDUAL WORK PLAN**, is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
10. This Amendment shall be effective on July 1, 2022.
11. Except as amended by this Amendment, all terms and conditions of the Contract, as previously amended, shall remain in effect.
12. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 8  
SYSTEM AGENCY CONTRACT NO. 537-18-0176-00001**

**DEPARTMENT OF STATE HEALTH SERVICES    HIDALGO COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT:**

**ATTACHMENT A.8 - FY2023 STATEMENT OF WORK**

**ATTACHMENT C - HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.0**

**ATTACHMENT F.8 - FFATA CERTIFICATION FORM**

**ATTACHMENT G - FY23 INDIVIDUAL WORK PLAN**

**ATTACHMENT A.8**  
**FY2023 STATEMENT OF WORK**  
July 1, 2022 through June 30, 2023

For the period from July 1, 2022, through June 30, 2023 only:

**I. GRANTEE RESPONSIBILITIES**

Grantee will:

- A. Perform activities in support of the Public Health Emergency Preparedness (“PHEP”) Cooperative Agreement from the Centers for Disease Control and Prevention (“CDC”) to advance public health preparedness.
- B. Perform the activities required under this Contract in the following county/ies: Hidalgo.
- C. Provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.
- D. Address the following public health emergency preparedness capabilities:
  - 1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short- and long-term.
  - 2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations.
  - 3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System (“NIMS”).
  - 4. 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 personnel.
  - 5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue.
  - 6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness data

## **ATTACHMENT A.8**

### **FY2023 STATEMENT OF WORK**

July 1, 2022 through June 30, 2023

- among federal, state, local, tribal, and territorial levels of government and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to all levels of government and the private sector in preparation for and in response to events or incidents of public health significance.
7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves.
  8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins.
  9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.
  10. 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 health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments.
  11. Capability 11 – Nonpharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing nonpharmaceutical interventions in response to the needs of an incident, event, or threat. Nonpharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.
  12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from biological, chemical, and radiological (if a Radiological Laboratory Response Network is

**ATTACHMENT A.8**  
**FY2023 STATEMENT OF WORK**

July 1, 2022 through June 30, 2023

established) public health threats and emergencies.

13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance.
14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment.
15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency's preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.

- E. Match funds awarded under this Contract with 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 45 CFR 92.24, as amended.

Grantee will provide matching funds in the amount of 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 subgrantee'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 authorized by federal statute to be used for cost-sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable

**ATTACHMENT A.8**  
**FY2023 STATEMENT OF WORK**

July 1, 2022 through June 30, 2023

- for the Contract;
8. Be adequately documented;
  9. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
  10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Contract term.
- F.** In the event of a local, state, or federal emergency, the Grantee has the authority to utilize 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 the 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 in drills and exercises in the pre-event time period. Grantee will notify the System Agency Contract Manager in writing when this provision is implemented.
- G.** In the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements, and not currently performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from System Agency.
- H.** 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.
- I.** Inform System Agency in writing if Grantee will not continue performance under this Contract within thirty (30) days of receipt of an amended standard(s) or guideline(s). System Agency may terminate this Contract immediately or within a reasonable period of time as determined by System Agency.
- J.** 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.** Complete and 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, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
- L.** Submit the Vulnerable Populations Plan that encompasses the Contract term to the System

**ATTACHMENT A.8**  
**FY2023 STATEMENT OF WORK**

July 1, 2022 through June 30, 2023

Agency to the Department of State Health Services (“DSHS”) Center for Health Emergency Preparedness and Response (“CHEPR”) within an established timeframe and submission method designated by the Contractual Requirements Schedule. The Work Plan, referred to in this Contract as **ATTACHMENT G, WORK PLAN**, was submitted to DSHS with the Budget Packet. Any revisions to the Work Plan require written approval by DSHS.

- M.** Submit a current Integrated Preparedness Plan (“IPP”; formerly the Multi-Year Training and Exercise Plan [“MYTEP”]), which must include at least four years of progressive exercise planning, to the System Agency within an established timeframe and submission method designated by the Contractual Requirements Schedule, using the template provided by System Agency.
- N.** Submit at least one After Action Review/Improvement Plan (“AAR/IP”). All AAR/IPs must be submitted to the System Agency within 60 calendar days, or 90 calendar days for Real World Incident (“RWI”), of the completion of the exercise/response within an established timeframe and submission method designated by the Contractual Requirements Schedule. AAR/IPs must be completed in accordance with Notification and Reporting of Exercise Grant.
- O.** Complete and submit the Expanded Operational Readiness Review (“ORR”) to CDC and upload supporting documentation to the System Agency via the DSHS CHEPR External SharePoint site by April 1, 2023. Documentation is required within an established timeframe designated by the Contractual Requirements Schedule.
- P.** Submit the End-of-Year Performance Report to the System Agency within an established timeframe and submission method designated by the Contractual Requirements Schedule.
- Q.** Designate a member of the PHEP program to attend two regional healthcare coalition meetings during the Contract term, if meetings resume during the Contract term. Submit evidence of attendance, within an established timeframe designated by the Contractual Requirements Schedule.
- R.** Immediately notify System Agency in writing if Grantee is legally prohibited from providing any report under this Contract.
- S.** Have plans, processes, and training in place to meet NIMS compliance requirements.
- T.** When using volunteers during the Contract term, the Grantee must designate a Texas Disaster Volunteer Registry (“TDVR”) State Emergency System for the Advanced Registration of Volunteer Health Professionals (“ESAR-VHP”) System Administrator, participate in required administrator trainings, and utilize the system to identify volunteers.

**ATTACHMENT A.8**  
**FY2023 STATEMENT OF WORK**

July 1, 2022 through June 30, 2023

- U. Grantee may not use funds for research, clinical care, fund-raising activities or lobbying, construction or major renovations, 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, uniforms or furniture, or funding an award to another party or provider who is ineligible.
- V. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
- W. Cooperate with System Agency to coordinate all planning, training and exercises performed under this Contract with the Texas Division of Emergency Management (“TDEM”), or other points of contact at the discretion of the Division for Regional and Local Health Operations, 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.
- X. Coordinate all risk communication activities with the System Agency Communications Unit by using System Agency’s core messages posted on the System Agency website and submitting copies of draft risk communication materials to System Agency for coordination prior to dissemination.
- Y. Initiate the purchase of all equipment approved in writing by the System Agency in the first quarter of the Contract term, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Contract must be submitted to the assigned System Agency Contract Manager.
- Z. Maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Grantee shall submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee’s Property Inventory Report to the assigned System Agency Contract Manager by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.
- AA. Provide notification of budget transfers by submission of a revised Categorical Budget Form to the System Agency Contract Manager, highlighting the areas affected by the budget

**ATTACHMENT A.8**  
**FY2023 STATEMENT OF WORK**

July 1, 2022 through June 30, 2023

transfer.

Transferring funds between budget categories, other than the equipment and indirect cost categories, is allowable, but cannot exceed 25% of the total Contract value during a Contract budget period. If the budget transfer(s) exceeds 25% of the total Contract value, alone or cumulatively, a formal Contract amendment is required.

After review, the System Agency Contract Manager shall provide notification of acceptance to Grantee via email, upon receipt of which, the revised budget shall be incorporated into the Contract.

**BB.** Not use System Agency funds to purchase buildings or real property without prior written approval from the System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

**CC.** At the expiration or termination of this Contract for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency. Title may be transferred to any other party designated by System Agency. The System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

**DD.** Comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:

1. Public Law 109-417, Pandemic and All-Hazards Preparedness and Advancing Innovation Act (“PAHPAI”);
2. Texas Health and Safety Code Chapter 81; and
3. Section 319C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended.

**EE.** Comply with all applicable regulations, standards and guidelines in effect on the beginning date of the term of this Contract.

**FF.** Submit other reports as required by System Agency. The initial reporting schedule for the requirements is subject to change as System Agency and CDC may modify requirements and due dates.

**GG.** Work with the Regional Health Care Coalition to develop comprehensive preparedness strategies. Plans will be submitted to System Agency by the Health Care Coalition.

**II. PERFORMANCE MEASURES**

**A.** The System Agency will monitor the Grantee’s performance of the requirements in this

**ATTACHMENT A.8**  
**FY2023 STATEMENT OF WORK**  
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Attachment 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 deadlines 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 Contractual Requirements Schedule for reporting these Performance Measures within thirty (30) days of this Amendment No. 8 effective date.

**III. INVOICE AND PAYMENT**

- A.** Grantee will request payment using the State of Texas Purchase Voucher (Form B-13) monthly and acceptable supporting documentation for reimbursement of the required services/deliverables. The Grantee will submit the Financial Status Report (FSR-269A). Additionally, the Grantee will submit the Match Certification Form (B-13A), at the end of the fourth quarter. 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.texas.gov](mailto:invoices@dshs.texas.gov) & [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov)

B-13s and supporting documentation should be sent to: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) & [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov) & cc System Agency Contract Manager.

FSRs should be sent to: [FSRGrants@dshs.texas.gov](mailto:FSRGrants@dshs.texas.gov) & [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov) & cc System Agency Contract Manager.

- B.** Grantee will be reimbursed on a monthly basis and in accordance with **ATTACHMENT B, BUDGET** of the Contract.
- C.** System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Contract amount,

**ATTACHMENT A.8**  
**FY2023 STATEMENT OF WORK**

July 1, 2022 through June 30, 2023

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 System Agency. 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 System Agency. 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, System Agency will reduce the reimbursement request by one-third of the remaining balance of the advance.



**Attachment F.8**  
**Fiscal Federal Funding Accountability and Transparency Act**  
**(FFATA) CERTIFICATION**

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

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?  Yes  No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.  
If your answer is "No", answer questions "A" and "B".

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**A. 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

**B. 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

If your answer is "Yes" to both question "A" and "B", you must answer question "C".  
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

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**C. 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 your answer is "Yes" to this question, where can this information be accessed?**

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**If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.**

**For example:**

*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;  
Sally Tom:300000*

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**Provide compensation information here:**

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TRF OUT-BIO/EWIDS/EPA  
1100-491-01-000-293

Object #	Object Code Description	2021 Original Budget	2022 Budget Request	2022 Adopted Budget
891	INTERFUND TRANSFERS OUT	\$284,583.00	\$284,583.00	\$327,878.00
	TOTALS	\$284,583.00	\$284,583.00	\$327,878.00
	SALARY EXPENSES	\$0.00	\$0.00	\$0.00
	OPERATING EXPENSES	\$284,583.00	\$284,583.00	\$327,878.00