

DEPARTMENT OF STATE HEALTH SERVICES

CONTRACT NO. 537-18-0172-00001

AMENDMENT NO. 01

RENEWAL

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency") and **CORPUS CHRISTI-NUECES COUNTY PUBLIC HEALTH DISTRICT (COUNTY)** ("Grantee"), who are collectively referred to herein as the "Parties" or singularly as the "Party" herein, to that certain grant Contract effective July 1, 2017, and denominated DSHS Contract No. 537-18-0172-00001, now desire to amend the Contract.

WHEREAS, System Agency has elected to extend the term of the Contract in accordance with Section III of the Contract Signature Document to allow for continued support of the project;

WHEREAS, the Parties desire to correct the numbering in the Contract Signature Document;

WHEREAS, the Parties desire to specify the legal authority;

WHEREAS, the Parties desire to revise the Budget to add funds for the Contract period beginning July 1, 2018 through June 30, 2019 (hereinafter referred to as "Fiscal Year 2019" or "FY2019");

WHEREAS, the Parties desire to revise the Fiscal Year 2018 Statement of Work; and

WHEREAS, the Parties desire to add the FY2019 Statement of Work.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. The section numbering in the Contract's Signature Document is hereby corrected to reflect a sequential order.
2. **Section II** of the Signature Document, **LEGAL AUTHORITY** is hereby amended to provide as follows: This Contract is authorized by and in compliance with the provisions under the authority of the Texas Government Code Chapter 791.
3. **SECTION III** of the Signature Document, **DURATION** is hereby amended to reflect a revised termination date of June 30, 2019.
4. **SECTION IV** of the Signature Document, **BUDGET**, is hereby amended to add **TWO HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED FIFTY-SEVEN DOLLARS (\$232,557.00)** in federal funding with the Grantee providing a total of **TWENTY-THREE THOUSAND TWO HUNDRED FIFTY-SIX DOLLARS (\$23,256.00)** in match funds for a total Contract amount not to exceed of **FOUR HUNDRED SIXTY-FIVE THOUSAND ONE HUNDRED FOURTEEN DOLLARS (\$465,114.00)**. 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.

5. **SECTION VI** of the Signature Document, **LEGAL NOTICES**, is amended to replace the System Agency information in its entirety with the following:

Department of State Health Services
Attention: General Counsel
1100 W. 49th Street, MC 1911
Austin, TX 78756

6. **SECTION VII** of the Signature Document, **ADDITIONAL GRANT INFORMATION**, is supplemented with the following grant information:

Federal Award Identification Number (FAIN): 1 NU90TP921879-01-00
Awarding Official Contact Information:
Stephany Vento
1600 Clifton Road, MS D29
DSLRL
Atlanta, GA 30329
Phone: 404-960-9023
DUNS: [REDACTED]

7. The Parties agree to add the following new Section VIII to the Signature Document:

VIII. NOTICE TO PROCEED

Funding for this Contract is dependent on the award of the applicable federal grant. No FY 2019 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.

8. **ATTACHMENT A - STATEMENT OF WORK**, is deleted in its entirety, and replaced with **ATTACHMENT A.1 - FY2018 STATEMENT OF WORK**.

9. **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)	Total Budget Summary
Personnel	\$152,859.00	\$143,753.00	\$296,612.00
Fringe Benefits	\$62,360.00	\$58,691.00	\$121,051.00
Travel	\$4,011.00	\$9,288.00	\$13,299.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$1,812.00	\$4,812.00	\$6,624.00
Contractual	\$0.00	\$0.00	\$0.00
Other	\$34,771.00	\$39,268.00	\$74,039.00
Sum of Direct Costs	\$255,813.00	\$255,812.00	\$511,625.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Sum of Total Direct Costs and Indirect Costs	\$255,813.00	\$255,812.00	\$511,625.00
Less Match (Cash or In-Kind)	\$23,256.00	\$23,255.00	\$46,511.00
TOTAL	\$232,557.00	\$232,557.00	\$465,114.00

It is agreed that Grantee shall provide matching funds in the amount of **\$46,511.00**.

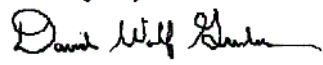
10. The Parties agree to add **ATTACHMENT A.2, FY2019 STATEMENT OF WORK**, which is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
11. This Amendment No. 01 shall be effective as of the date last signed below.
12. Except as amended and modified by this Amendment No. 01, all terms and conditions of the Contract, shall remain in full force and effect.
13. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 01
SYSTEM AGENCY CONTRACT NO. 537-18-0172-00001**

**TEXAS DEPARTMENT OF STATE HEALTH
SERVICES**

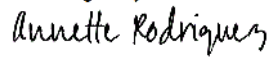
**CORPUS CHRISTI-NUECES COUNTY PUBLIC
HEALTH DISTRICT (COUNTY)**

DocuSigned by:

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David Gruber

Associate Commissioner
Division for Regional and Local Health
Operations

Date of Execution: June 11, 2018

DocuSigned by:

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By: _____
Name: Annette Rodriguez

Title: Health Director

Date of Execution: June 6, 2018

**ARTICLE 1: THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART
OF THE CONTRACT:**

ATTACHMENT A.1 - FY2018 STATEMENT OF WORK

ATTACHMENT A.2 - FY2019 STATEMENT OF WORK

ATTACHMENT C- FFATA

ATTACHMENT A.1

STATEMENT OF WORK

Upon Execution through June 30, 2018

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Perform activities in support of the PHEP Cooperative Agreement from the Centers for Disease Control and Prevention (CDC) to align PHEP and Hospital Preparedness Programs (HPP) and advance public health and healthcare preparedness.
- B. Perform the activities required under this Contract in the following county: Nueces County.
- C. Provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.
- D. Address the following public health preparedness capabilities:
 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 2 – Community Recovery is the ability to collaborate with community partners (e.g., healthcare organizations, business, education, and emergency management), to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.
 3. Capability 3 – Emergency Operations Center 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.
 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 responders.
 5. Capability 5 – Fatality Management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.
 6. 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

ATTACHMENT A.1

STATEMENT OF WORK

Upon Execution through June 30, 2018

- 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.
7. Capability 7 – Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs continue to be met as the incident evolves.
 8. Capability 8 – Medical Countermeasure Dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.
 9. Capability 9 – Medical Materiel Management and Distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport, distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, 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 healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.
 11. 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.
 12. 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.
 13. 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.
 14. Capability 14 – Responder Safety and Health describes the ability to protect public

ATTACHMENT A.1

STATEMENT OF WORK

Upon Execution through June 30, 2018

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.

15. Capability 15 – Volunteer Management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

- 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 in the amount of at least ten percent (10%) of the allocation amount. 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 subcontractor'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 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 must be supported by documentation

ATTACHMENT A.1

STATEMENT OF WORK

Upon Execution through June 30, 2018

reflecting the use of goods and/or services during the Contract term.

- F. 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.
- G. Inform System Agency in writing if Grantee will not continue performance under this Contract within 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.
- H. 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.
- I. Complete and submit programmatic reports as directed by System Agency in a format specified by System Agency. Due dates will be listed in the most current System Agency reporting schedule, to be released within thirty (30) days of the Contract start date. 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.
- J. Submit Performance Measures to System Agency within an established timeframe designated by System Agency as required by the CDC.
- K. Submit the work plan that encompasses the Contract term, due to System Agency within an established timeline designated by System Agency.
- L. Conduct, or participate in, an annual Training and Exercise Planning Workshop (TEPW) with all applicable agencies in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) guidelines to develop a strategy and structure for a multi-year Training and Exercise Plan (TEP). Prepare, maintain, and upon request, submit a copy of the TEPW agenda and participant roster as documentation of TEPW attendance.
- M. Submit a current Multi-Year Training & Exercise Plan that covers FY18 through FY23 (July 1, 2017, through June 30, 2022) to System Agency within an established timeframe designated by System Agency, using the template provided by System Agency.

ATTACHMENT A.1

STATEMENT OF WORK

Upon Execution through June 30, 2018

- N. Conduct, or participate in, at least one annual Preparedness Exercise consistent with their TEP. Submit a Notification of Exercise (NOE) form to the System Agency Preparedness Exercise inbox at preparednessexercise@dshs.texas.gov no later than sixty (60) days prior to the start of the exercise.
- O. Submit at least one (1) After Action Review/Improvement Plan (AAR/IP). All AAR/IPs must be submitted to the System Agency Preparedness Exercise inbox, preparednessexercise@dshs.texas.gov within sixty (60) days of the completion of the exercise to System Agency Exercise Team and no later than June 30, 2018. AAR/IPs must be completed in accordance with the System Agency Exercise Guide.
- P. Complete and submit the Operational Readiness Review (ORR) and all supporting documents provided by System Agency to System Agency SNS SharePoint twenty (20) business days prior to review.
1. Provide updated Point of Dispensing (POD) standards data for submission to System Agency SNS SharePoint by April 1, 2018;
 2. Perform and submit metrics on each of the three (3) SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Reviews/Improvements sixty (60) days after completion of the drill or by April 1, 2018 to the preparednessexercise@dshs.texas.gov inbox. Acceptable drills include:
 - a. Staff Call Down;
 - b. Facility Set-up; and
 - c. POD Activation.
- Q. Submit the Mid-Year Report due to System Agency within an established timeframe designated by System Agency.
- R. Complete an End-Of-Year Performance Report in a format specified by System Agency no later than August 15, 2018.
- S. Designate a member of the PHEP program to attend, in person, three (3) PHEP quarterly meetings during the Contract term. If the designee is unable to attend any of the meetings in person, the Grantee must notify System Agency in writing as to the reason for non-compliance.
- T. Designate a member of the PHEP program to attend, in person, four regional healthcare coalition meetings during the term of the Contract from July 1, 2017, to June 30, 2018.

ATTACHMENT A.1 STATEMENT OF WORK

Upon Execution through June 30, 2018

Submit sign-in sheets from meetings as evidence of attendance.

- U. Immediately notify System Agency in writing if Grantee is legally prohibited from providing any report under this Contract.

- V. Use the Texas Disaster Volunteer Registry (TDVR), which is Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP), as their main volunteer management tool, if utilizing Medical Reserve Corps or other volunteer groups. If Grantee uses volunteers as provided in the Section, the Grantee must either:
 - 1. Request access to the TDVR from the State ESAR-VHP System Administrator, enter all volunteer data into the system using the Intermedix Data Input Form, and submit the form to the State ESAR-VHP System Administrator; or
 - 2. Petition System Agency in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP-compliant, web-based volunteer management system. If petitioning System Agency to use a fully operational, ESAR-VHP-compliant, web-based volunteer management system, then the substitute system must meet, but is not limited to, the following federal requirements:
 - a. Must offer Internet-based registration;
 - b. Volunteer information is collected and maintained in a manner consistent with all federal, state and local laws governing security and confidentiality;
 - c. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority;
 - d. Must be able to verify the credentials of the 20 mandated professions;
 - e. Must be able to assign to one of four emergency credential levels;
 - f. Must be able to identify volunteers willing to participate in a federally coordinated emergency response;
 - g. Must be able to re-verify professional credentials every 6 months;
 - h. Must have the ability to include the differing scope of work information for each of the 20 mandated professions;
 - i. Must be able to record all volunteer health professional affiliations; and
 - j. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE).

ATTACHMENT A.1 STATEMENT OF WORK

Upon Execution through June 30, 2018

- k. Additionally, the fully operational, ESAR-VHP-compliant, web-based volunteer management system must be able to register, collect, and verify the credentials and qualifications of the health professionals entered into the system.
- W. 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, or funding an award to another party or provider who is ineligible.
- X. Cooperate with System Agency to coordinate all planning, training and exercises performed under this Contract with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the Grantee's sub-state region, 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.
- Y. 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.
- Z. Initiate the purchase of approved equipment no later than June 30, 2018, as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2018. In addition, all equipment and supplies must be received not later than 45 calendar days following the end of the Contract term.
- AA. 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.
- BB. Comply with all applicable regulations, standards and guidelines in effect on the beginning date of the Term of this Contract.

ATTACHMENT A.1 STATEMENT OF WORK

Upon Execution through June 30, 2018

- CC. Submit a current Texas Preparedness and Evaluation Process (TxPEP) report to System Agency within an established timeframe designated by System Agency, using the template provided by System Agency.
- DD. Submit a report on the Jurisdiction's vulnerable population outreach activities to System Agency within an established timeframe designated by System Agency, using a template provided by System Agency.
- EE. Work with the Regional Health Care Coalition to develop comprehensive preparedness strategies. Plans will be submitted to DSHS by the Health Care Coalition.

II. PERFORMANCE MEASURES

System Agency will monitor the Grantee's performance of the requirements and compliance with the Contract's terms and conditions. Grantee must 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 PHEP base awards.

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

III. INVOICE AND PAYMENT

- A. Grantee 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 Grantee will submit the Financial Status Report (FSR-269A) and the Match Certification Form (B-13A). 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

ATTACHMENT A.1 STATEMENT OF WORK

Upon Execution through June 30, 2018

P.O. Box 149347

Austin, TX 78714-9347

FAX: (512) 458-7442

EMAIL: invoices@dshs.texas.gov, Php.vouchersupport@dshs.texas.gov &
CMSInvoices@dshs.texas.gov

B-13, B-13A, and supporting documentation should be sent to: invoices@dshs.texas.gov,
Php.vouchersupport@dshs.texas.gov & CMSInvoices@dshs.texas.gov

FSRs should be sent to: invoices@dshs.texas.gov, Php.vouchersupport@dshs.texas.gov,
FSRGrants@dshs.texas.gov & CMSInvoices@dshs.texas.gov

- B. Grantee will be paid on a monthly basis and in accordance with **Attachment B, Budget**.
- 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, Grantee'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.
- D. Grantee 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.

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

ATTACHMENT A.2

STATEMENT OF WORK

July 1, 2018 through June 30, 2019

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Perform activities in support of the PHEP Cooperative Agreement from the Centers for Disease Control and Prevention (CDC) to align PHEP and Hospital Preparedness Programs (HPP) and advance public health and healthcare preparedness.
- B. Perform the activities required under this Contract in the following county: Nueces County.
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STATEMENT OF WORK

July 1, 2018 through June 30, 2019

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STATEMENT OF WORK

July 1, 2018 through June 30, 2019

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Grantee will provide matching in the amount of at least ten percent (10%) of the allocation amount. 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 subcontractor'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 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 must be supported by documentation

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reflecting the use of goods and/or services during the Contract term.

- F. 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.
- G. Inform System Agency in writing if Grantee will not continue performance under this Contract within 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.
- H. 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.
- I. Complete and submit programmatic reports as directed by System Agency in a format specified by System Agency. Due dates will be listed in the most current System Agency reporting schedule, to be released within thirty (30) days of the Contract start date. 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.
- J. Submit Performance Measures to System Agency within an established timeframe designated by System Agency as required by the CDC.
- K. Submit the work plan that encompasses the Contract term, due to System Agency within an established timeline designated by System Agency.
- L. Conduct, or participate in, an annual Training and Exercise Planning Workshop (TEPW) with all applicable agencies in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) guidelines to develop a strategy and structure for a multi-year Training and Exercise Plan (TEP). Prepare, maintain, and upon request, submit a copy of the TEPW agenda and participant roster as documentation of TEPW attendance.
- M. Submit a current Multi-Year Training & Exercise Plan that covers FY19 through FY23 (July 1, 2018, through June 30, 2023) to System Agency within an established timeframe designated by System Agency, using the template provided by System Agency.

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- N. Conduct, or participate in, at least one annual Preparedness Exercise consistent with their TEP. Submit a Notification of Exercise (NOE) form to System Agency Preparedness Exercise inbox at preparednessexercise@dshs.texas.gov no later than sixty (60) days prior to the start of the exercise.
- O. Submit at least one (1) After Action Review/Improvement Plan (AAR/IP). All AAR/IPs must be submitted to System Agency Preparedness Exercise inbox, preparednessexercise@dshs.texas.gov within sixty (60) days of the completion of the exercise to System Agency Exercise Team and no later than June 30, 2019. AAR/IPs must be completed in accordance with System Agency Exercise Guide.
- P. Complete and submit all supporting documents for the Operational Readiness Review (ORR) twenty (20) business days prior to review date. The review takes place every other year, however documentation will still be required annually.
1. Provide updated distribution data document (official name to be determined) for submission to System Agency SNS SharePoint by April 1, 2019;
 2. Perform and submit metrics (data collection sheets) on each of the three (3) SNS operation drills (at pre-identified Point of Dispensing [POD] locations and existing call down rosters) to DSHS SharePoint and submit After Action Reviews/Improvements sixty (60) days after drill completion or by April 1, 2019, to the preparednessexercise@dshs.texas.gov inbox. Acceptable drills include:
 - a. Staff Call Down;
 - b. Facility Set-up;
 - c. POD Activation; and
 - d. Participate in and attend the regional MCM seminar, when held.
- Q. Submit the Capabilities Planning Guide assessment due to System Agency within an established timeframe designated by System Agency.
- R. Submit the Texas Public Health Risk Assessment Tool due to System Agency within an established timeframe designated by System Agency.
- S. Submit the Mid-Year Report due to System Agency within an established timeframe designated by System Agency.
- T. Complete an End-Of-Year Performance Report in a format specified by System Agency no later than August 15, 2019.

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- U. Designate a member of the PHEP program to attend, in person, three (3) PHEP quarterly meetings during the Contract term. If the designee is unable to attend any of the meetings in person, the Grantee must notify System Agency in writing as to the reason for non-compliance.
- V. Designate a member of the PHEP program to attend, in person, four regional healthcare coalition meetings during the term of the Contract from July 1, 2018, to June 30, 2019. Submit sign-in sheets from meetings as evidence of attendance.
- W. Immediately notify System Agency in writing if Grantee is legally prohibited from providing any report under this Contract.
- X. Use the Texas Disaster Volunteer Registry (TDVR), which is Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) as their main volunteer management tool, if utilizing Medical Reserve Corps or other volunteer groups. If Grantee uses volunteers as provided in the Section, the Grantee must either:
 - 1. Request access to the TDVR from the State ESAR-VHP System Administrator, enter all volunteer data into the system using the Intermedix Data Input Form, and submit the form to the State ESAR-VHP System Administrator; or
 - 2. Petition System Agency in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP-compliant, web-based volunteer management system. If petitioning System Agency to use a fully operational, ESAR-VHP-compliant, web-based volunteer management system, then the substitute system must meet, but is not limited to, the following federal requirements:
 - a. Must offer Internet-based registration;
 - b. Volunteer information is collected and maintained in a manner consistent with all federal, state and local laws governing security and confidentiality;
 - c. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority;
 - d. Must be able to verify the credentials of the 20 mandated professions;
 - e. Must be able to assign to one of four emergency credential levels;
 - f. Must be able to identify volunteers willing to participate in a federally coordinated emergency response;
 - g. Must be able to re-verify professional credentials every 6 months;

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- h. Must have the ability to include the differing scope of work information for each of the 20 mandated professions;
 - i. Must be able to record all volunteer health professional affiliations; and
 - j. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE).
 - k. Additionally, the fully operational, ESAR-VHP-compliant, web-based volunteer management system must be able to register, collect, and verify the credentials and qualifications of the health professionals entered into the system.
- Y. 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, or funding an award to another party or provider who is ineligible.
- Z. Cooperate with System Agency to coordinate all planning, training and exercises performed under this Contract with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the Grantee's sub-state region, 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.
- AA. 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.
- BB. Initiate the purchase of all equipment approved in writing by the System Agency in the first quarter of the FY19 Contract term (July 1, 2018 – June 30, 2019), 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.
- CC. 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

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copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.

- DD. Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property and 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.
- EE. System Agency funds must not be used 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.
- FF. 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.
- GG. 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.
- HH. Comply with all applicable regulations, standards and guidelines in effect on the beginning date of the Term of this Contract.
- II. Submit a current Texas Preparedness and Evaluation Process (TxPEP) report to System Agency within an established timeframe designated by System Agency, using the template provided by System Agency.
- JJ. Submit a report on the Jurisdiction's vulnerable population outreach activities to System Agency within an established timeframe designated by System Agency, using a template provided by System Agency.
- KK. Work with the Regional Health Care Coalition to develop comprehensive preparedness

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strategies. Plans will be submitted to System Agency by the Health Care Coalition.

II. PERFORMANCE MEASURES

System Agency will monitor the Grantee's performance of the requirements and compliance with the Contract's terms and conditions. Grantee must 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 PHEP base awards.

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

III. INVOICE AND PAYMENT

- A. Grantee 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 Grantee will submit the Financial Status Report (FSR-269A) and the Match Certification Form (B-13A). 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, Php.vouchersupport@dshs.texas.gov &
CMSInvoices@dshs.texas.gov

B-13, B-13A, and supporting documentation should be sent to: invoices@dshs.texas.gov,
Php.vouchersupport@dshs.texas.gov & CMSInvoices@dshs.texas.gov

FSRs should be sent to: invoices@dshs.texas.gov, Php.vouchersupport@dshs.texas.gov,
FSRGrants@dshs.texas.gov & CMSInvoices@dshs.texas.gov

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- B. Grantee will be paid on a monthly basis and in accordance with **Attachment B, Budget**.
- 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, Grantee'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.

Grantee may request a one-time working capital advance not to exceed 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.

- D. 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.