

DEPARTMENT OF STATE HEALTH SERVICES

CONTRACT NO. HHS000145900001

AMENDMENT NO. 01

RENEWAL

DEPARTMENT OF STATE HEALTH SERVICES, HEALTH SERVICE REGION 8 ("System Agency") and a pass-through entity, and **WILSON COUNTY ("Grantee")**, who are collectively referred to herein as the "**Parties**" or singularly as the "**Party**," to that certain grant contract Cities Readiness Initiative Contract, effective July 1, 2018, and denominated System Agency Contract No. HHS000145900001 ("**Contract**"), as amended, now desire to further amend the Contract (Amendment No. 01).

WHEREAS, System Agency has elected to extend the term of the Contract;

WHEREAS, the Parties desire to revise the Budget to add funds for the Contract period beginning July 1, 2019, through June 30, 2020 ("**Fiscal Year 2020**" or "**FY2020**"); and

WHEREAS, the Parties desire to add the FY2020 Statement of Work.

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

1. **SECTION III** of the Signature Document, **DURATION**, is hereby amended to reflect a revised termination date of June 30, 2020.
2. **SECTION IV** of the Signature Document, **BUDGET**, is hereby amended to add **TEN THOUSAND DOLLARS (\$10,000.00)** in federal funding for the Fiscal Year of 2020. The total Contract amount is not to exceed **TWENTY THOUSAND DOLLARS (\$20,000.00)**. 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.
3. **SECTION VIII** of the Signature Document, **NOTICE TO PROCEED**, 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 FY2020 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.

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

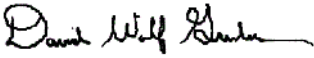
Budget Categories	FY19 Budget Summary (7/1/18 – 6/30/19)	FY20 Budget Summary (7/1/19 – 6/30/20)	Total Budget Summary
Personnel	\$9,000.00	\$9,000.00	\$18,000.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$1,000.00	\$1,000.00	\$2,000.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Sum of Direct Costs	\$10,000.00	\$10,000.00	\$20,000.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Sum of Direct Costs and Indirect Costs	\$10,000.00	\$10,000.00	\$20,000.00
Required Match (Cash or In-Kind)	\$0.00	\$0.00	\$0.00
TOTAL	\$10,000.00	\$10,000.00	\$20,000.00

5. Attachment A, FY2019 Statement of Work shall be deleted in its entirety and replaced with **ATTACHMENT A.1, FY2020 STATEMENT OF WORK**, attached hereto and incorporated into the Contract as if fully set forth therein.
6. This Amendment No. 01 shall be effective July 1, 2019.
7. Except as amended and modified by this Amendment No. 01, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
8. Any further revisions to the Contract shall be by written agreement of the Parties.
9. Undefined capitalized terms used herein shall be given the meanings ascribed to such terms in the Contract, as amended.

SIGNATURE PAGE FOLLOWS


**SIGNATURE PAGE FOR AMENDMENT NO. 01
SYSTEM AGENCY CONTRACT NO. HHS000145900001**

DEPARTMENT OF STATE HEALTH SERVICES WILSON COUNTY

DocuSigned by:

B113A6B1CFEC4CE...

David Gruber

Associate Commissioner for RLHS

DocuSigned by:

F79EFF07E8A9434...

Name: Judge Richard Jackson

Title: Wilson County Judge

Date of Execution: May 6, 2019

Date of Execution: May 3, 2019

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

ATTACHMENT A.1 - FY2020 STATEMENT OF WORK

ATTACHMENT F - FFATA

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A.** Perform activities in Wilson County (hereinafter the "Jurisdiction") in support of the Public Health Emergency Preparedness Cooperative Agreement from the Centers for Disease Control and Prevention (CDC) and further the Strategic National Stockpile (SNS) program to comply with the Public Health Emergency Preparedness (PHEP) Cooperative Agreement's capabilities-based approach. The Cities Readiness Initiative (CRI) requirements support the Medical Countermeasure Dispensing and Medical Materiel Management and Distribution capabilities. The CRI supports medical countermeasure distribution and dispensing for all-hazards events.
- B.** 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, Non-Governmental Agencies and Councils of Government.
- C.** Cooperate with System Agency to coordinate all planning, training, and exercises performed under this Contract with the State of Texas, Texas Division of Emergency Management, 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.
- D.** Utilize the Texas Medical Countermeasure (MCM) Program Manual, as amended, to develop and execute plans, thus preparing the Metropolitan Statistical Area (MSA) to provide medical countermeasures to the identified population during a large-scale public health emergency. The Texas MCM Program Manual is available by contacting the Strategic National Stockpile (SNS) Central Office Team at SNS@dshs.texas.gov. To accomplish this, Grantee will meet the planning and operational standards as outlined in Sections I(B)-(X) of this Statement of Work, and the current Operational Readiness Review (ORR) Tool, as amended, that applies to the following Public Health Emergency Preparedness Capabilities:
 - 1. Primary Capabilities:
 - a. Capability 8: Medical Countermeasure Dispensing and Administration;
and
 - b. Capability 9: Medical Materiel Management and Distribution.
 - 2. Support Capabilities:
 - a. Capability 1: Community Preparedness;
 - b. Capability 3: Emergency Operations Coordination;
 - c. Capability 4: Emergency Public Information and Warning;
 - d. Capability 6: Information Sharing;
 - e. Capability 14: Responder Safety and Health; and
 - f. Capability 15: Volunteer Management.

- E.** Conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program (HSEEP) guidance.
- F.** Attend a minimum of 5 Regional CRI Meetings.
- G.** Complete and submit the Operational Readiness Review (ORR) forms in Data Collation and Integration for Public Health Event Response (DCIPHER) and provide supporting documentation to System Agency SNS SharePoint twenty (20) business days prior to review. The review takes place every other year. Documentation will still be required annually.
 - 1. ORR forms include:
 - a. Jurisdictional Data Sheet
 - b. Dispensing Planning Form
 - c. Distribution Planning Form
 - d. Dispensing Full-Scale Exercise (FSE) or Incident Form
 - e. Dispensing Throughput Drill Form
 - f. Distribution FSE or Incident Form
 - g. After Action Report (AAR) and Improvement Plan (IP) Form
 - h. Training and Exercise Planning Form
 - 2. Provide updated Transportation Spreadsheet for submission to Health Emergency Preparedness and Response Section (HEPRS) External SharePoint by April 1, 2020.
 - 3. 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 using existing call-down rosters) to HEPRS External SharePoint, submit After Action Reviews/Improvements sixty (60) days after completion of the drill or by April 1, 2020, to the preparednessexercise@dshs.texas.gov inbox, and complete corresponding drill form in DCIPHER. Acceptable drills include:
 - a. Staff Call Down;
 - b. Facility Set-Up; and
 - c. POD Activation.
- H.** Complete and submit MCM Action Plans to the SNS Public Health Regional Coordinator and the DSHS SNS email (SNS@dshs.texas.gov) twice a year, on December 20th and June 20th.
- I.** Submit a current Multi-Year Training & Exercise Plan that covers FY19 through FY24 to System Agency within an established timeframe designated by System Agency.
- J.** Conduct one (1) dispensing FSE within the designated CRI/MSA planning areas within the 2019 to 2024 performance period. FSE must include a hospital or health care coalition component. All jurisdictions must conduct exercise in accordance with System Agency requirements; Contractor will submit FSE to System Agency according to System Agency requirements.
- K.** Have plans, processes, and training in place to meet National Incident Management

System (NIMS) compliance requirements.

- L.** If using volunteers as provided for in this Contract during FY19, which encompasses the Contract term of July 1, 2019, to June 30, 2020, then the Grantee must either:
1. Request access to the Texas Disaster Volunteer Registry (TDVR) from the State Emergency System for Advanced Registration of Volunteer Health Professionals (ESAR-VHP) System Administrator, participate in required administrator trainings, and provide access to volunteers for registration 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 that meets 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).
 - 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.
- M.** 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, and any other reports that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
- N.** Complete an End-of-Year Performance Report in a format specified by System Agency no later than August 15, 2020.
- O.** 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 Assigned Contract Manager in writing when this provision is implemented.

- P.** 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.
- Q.** 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.
- R.** Match funds awarded for this Contract 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 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 92.24.

DSHS Region 8 Preparedness and Response Program will be responsible for meeting the match requirement of the Grantee for the term of this contract.

- S.** Not use funds for fundraising activities, lobbying, research, construction, major renovations and reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, clinical care, purchase of vehicles of any kind, uniforms or furniture, funding an award to another party or provider who is ineligible, or the purchase of incentive items.
- T.** Initiate the purchase of all equipment approved in writing by the System Agency in the first quarter of the FY20 Contract term (July 1, 2019 – June 30, 2020), 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.
- U.** 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. 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.

- V. 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.

- W. 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.

- X. Comply with the following documents and resources, as amended, which are incorporated by reference and made a part of this Contract:
 - 1. Public Health Emergency Preparedness and Response Capabilities: National Standards for State, Local, Tribal, and Territorial Public Health, October 2018:
https://www.cdc.gov/cpr/readiness/00_docs/CDC_PreparednesResponseCapabilities_October2018_Final_508.pdf;
 - 2. Homeland Security Exercise and Evaluation Program (HSEEP) Documents:
<https://www.llis.dhs.gov/HSEEP>;
 - 3. Preparedness program guidance(s) as provided by System Agency and CDC;
 - 4. Receiving, Distributing, and Dispensing Strategic National Stockpile Assets: A Guide to Preparedness Version 11 (available by contacting the SNS Central Office Team at SNS@dshs.texas.gov);
 - 5. Presidential Policy Directive 8/PPD-8, March 30, 2011:
<http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf>;
 - 6. Community Preparedness Section Exercise Team Web Site:
<http://www.dshs.texas.gov/commprep/exercises.aspx>; and
 - 7. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
<http://www.texasprepares.org/survivingdisaster.htm>.

- Y. Comply with all applicable federal and state laws, rules, and regulations, as amended, 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.

II. PERFORMANCE MEASURES

- A. The System Agency will monitor the Grantee's performance of the requirements in Attachment A.3 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 CRI reporting deadlines and the capability to receive, stage, store, distribute, and dispense material during a public health emergency. Failure to meet these requirements may result in withholding a portion of the current fiscal year CRI base award.
- C. System Agency will send a requirements schedule for reporting these Performance Measures within thirty (30) days of the Contract start date.

III. INVOICE AND PAYMENT

- A. Grantee will request reimbursement using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.texas.gov/grants/forms.shtm>. Voucher and supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below. 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, faxed, or emailed to the addresses below:

Department of State Health Services
Claims Processing Unit, MC 1940
P.O. Box 149347

Austin, TX 78714-9347

FAX: (512) 458-7442

EMAIL: invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov

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

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

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