

INTERLOCAL COOPERATION CONTRACT
THE DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HH000771000001

THE DEPARTMENT OF STATE HEALTH SERVICES (“System Agency” or “DSHS”) and CITY OF LUBBOCK (“Local Government,” “Grantee,” “Performing Agency,” or “Contractor”), each a “Party” and collectively the “Parties,” enter into the following contract for activities in support of Coronavirus 2019 (COVID-19) response and in alignment with the Public Health Crisis Response Cooperative Agreement for Emergency Response (Funding Opportunity Number CDC-RFA-TP18-1802) from the Centers for Disease Control and Prevention (CDC) (the “Contract” or the “Base Contract”) pursuant to the provisions of the “Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code.

I. PARTIES

The following will act as the Representative authorized to act on behalf of their respective Party.

System Agency

Name: Department of State Health Services
Address: 1100 W. 49th Street, MC 1990
City and Zip: Austin, TX 78756
Contact Person: Beverly Taylor
Telephone: 512-776-2284
Fax number: 512-776-7391
E-Mail Address: Beverly.Taylor@dshs.texas.gov
Agency Number: 537

Local Government

Name: City of Lubbock
Address: P.O. Box 2000
City and Zip: Lubbock, TX 79408
Contact Person: Katherine Wells
Telephone: 806-775-2941
Fax number:
E-Mail Address: kwells@mylubbock.us

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in **Attachment A – Statement of Work**.

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and terminates on March 15, 2021, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions.

IV. AMENDMENT

The Parties to this Contract may modify this Contract only through the execution of a written amendment signed by both Parties.

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract shall not exceed \$311,665.00, as provided for in **Attachment B – Budget**.

VI. LEGAL NOTICES

Legal Notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

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

Local Government
City of Lubbock
P.O. Box 2000
Lubbock, TX 79401
Attention: Katherine Wells

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

VII. CERTIFICATIONS

The undersigned contracting Parties certify that:

- (1) The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- (2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract;
- (3) The proposed arrangements serve the interest of efficient and economical administration of state government; and
- (4) The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

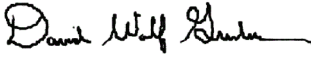
The System Agency further certifies that it has statutory authority to contract for the services described in this Contract under Texas Government Code, Chapter 791, Texas Health and Safety Code, Chapter 81, and Texas Government, Code 531.

The Local Government further certifies that it has statutory authority to contract for the services described in this Contract under Texas Government Code, Chapter 791.

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000771000001

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF LUBBOCK

DocuSigned by:

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Signature

DocuSigned by:

3F037B63155540F...
Signature

David Gruber
Printed Name

Dan Pope
Printed Name

Associate Commissioner for RLHS
Title

Mayor
Title

April 20, 2020
Date

April 20, 2020
Date

THE FOLLOWING ATTACHMENTS TO THIS CONTRACT ARE HEREBY INCORPORATED BY REFERENCE AND MADE PART OF THIS CONTRACT:

- ATTACHMENT A – STATEMENT OF WORK**
- ATTACHMENT B – BUDGET**
- ATTACHMENT C – HHS UNIFORM TERMS AND CONDITIONS – GOVERNMENTAL ENTITY, VERSION 3.0**
- ATTACHMENT D – DATA USE AGREEMENT**
- ATTACHMENT E – FEDERAL ASSURANCES AND CERTIFICATIONS**

ATTACHMENT A
STATEMENT OF WORK
COVID-19 – Component B

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Perform activities in support of Coronavirus 2019 (COVID-19) response and in alignment with the Public Health Crisis Response Cooperative Agreement for Emergency Response (Funding Opportunity Number CDC-RFA-TP18-1802) from the Centers for Disease Control and Prevention (CDC).
- B. Perform required activities intended to slow the of transmission of the disease, minimize morbidity and mortality, preserve function of healthcare workforce and infrastructure, and minimize social and economic impacts. Required activities include:
 1. Surveillance, Laboratory Testing, and Reporting
Recipients are required to implement and scale up laboratory testing and data collection to enable identification and tracking of COVID-19 cases in the community and are responsible for immediate implementation of real-time reporting to CDC. Specifically, jurisdictions should focus on the following activities, in accordance with CDC guidelines:
 - a. Conduct surveillance to identify cases, report case data in a timely manner, identify contacts, characterize disease transmission, and track relevant epidemiologic characteristics including hospitalization and death.
 - b. Conduct surveillance to monitor virologic and disease activity in the community and healthcare settings.
 - c. Implement routine and enhanced surveillance to support the science base that informs public health interventions that mitigate the impact of COVID-19, including understanding of clinical characteristics; infection prevention and control practices; and other mitigation requirements.
 - d. Establish or enhance core epidemiological activities to support response such as risk assessment, case classification, analysis, visualization, and reporting.
 - e. Conduct surveillance to monitor disruption in the community caused by COVID-19 and related mitigation activities (e.g., school closures and cancellation of mass gatherings).
 - f. Conduct surveillance to monitor disruption in healthcare systems caused by COVID-19 (e.g., shortages of personal protective equipment).
 2. Community Intervention Implementation Plan

- a. Recipients must develop a brief COVID-19 community intervention implementation plan that describes how the state and local jurisdictions will achieve the response's three mitigation goals: 1) Slow transmission of disease; 2) Minimize morbidity and mortality; and 3) Preserve healthcare, workforce, and infrastructure functions and minimize social and economic impacts. The plan should address how the recipient will:
 - i. Minimize potential spread and reduce morbidity and mortality of COVID-19 in communities.
 - ii. Plan and adapt for disruption caused by community spread and interventions to prevent further spread.
 - iii. Ensure healthcare system response is an integrated part of community interventions.
 - iv. Ensure integration of community mitigation interventions with health system preparedness and response plans and interventions.
- C. May use funds to pay pre-award costs which date back to January 20, 2020, and directly relate to the outbreak.
- D. Complete all required and allowable activities by March 15, 2021.
- E. Develop a work plan outlining allowable activities. Grantee will submit a workplan thirty (30) days after execution of this document and on a template provided by the System Agency.
- F. Submit a final performance report that describes progress toward achieving the objectives contained in the approved workplan within an established timeframe designated by the Contractual Requirements Schedule, using the template provided by System Agency.
- G. Not use funds for research, clinical care, fund-raising activities, construction or major renovations, to supplant existing state or federal funds for activities, purchase of vehicles of any kind, uniforms or furniture, or funding an award to another party or provider who is ineligible. Funds cannot be used for the preparation, distribution, or use of any material (publicity or propaganda) or to pay the salary or expenses of grant recipients, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body beyond normal, recognized executive relationships.
- H. Submit monthly local health department COVID-19 spend plans and progress reports within an established timeframe designated by the Contractual Requirements Schedule, using the template provided by System Agency. Failure to submit a required report or additional requested information by the due date specified in this Contract or upon request constitutes breach of contract and may result in delay of payment. Reports should be sent electronically to PHEP@dshs.texas.gov and the assigned Contract Manger.

- I. Comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Contract and as amended.
- J. The following documents and resources are incorporated herein by reference and made a part of this Contract as if fully set forth therein:
 - 1. DSHS and CDC Public Health Crisis Response Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP18-1802;
 - 2. Project workplan; and
 - 3. Local Health Department COVID Monthly Spend Plan(s).

II. PERFORMANCE MEASURES

DSHS will monitor the Grantee's performance of the requirements in this Statement of Work and compliance with the Contract's terms and conditions.

III. REPORTING REQUIREMENTS

Grantee, at the request of the System Agency, may be required to submit additional reports determined necessary to accomplish the objectives of and monitor compliance with this Contract. Grantee must submit reports in a format specified by the System Agency. Grantee will provide System Agency financial reports as System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance. If Grantee is legally prohibited from providing any report under this Contract, Grantee will immediately notify System Agency in writing.

Grantee will provide and submit written reports, by electronic mail in the format specified by System Agency. Grantee will complete and submit the Local Health Department COVID-19 Monthly Spend Plans by the 5th business day of each month. Grantee shall maintain the source documentation used to develop the reports. All written reports should be titled with the Grantee name, address, email address, telephone number, program name, contract or purchase order number, dates services were completed and/or products were delivered, the time period of the report, total invoice amount, and invoices paid to subgrantees for services received.

DSHS will develop performance measures in collaboration with the Grantee. DSHS will monitor the Grantee's performance of the requirements in this Statement of Work and compliance with the Contract's terms and conditions.

IV. INVOICE AND PAYMENT

- A. Grantee will request payment monthly using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The Grantee will submit the Financial Status Report (FSR-269A). Vouchers, supporting documentation, and Financial Status Reports 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 & CMSInvoices@dshs.texas.gov

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

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

- B. Subject to submission of required and appropriate documentation, and in accordance with applicable law and governing regulations, Grantee will be reimbursed monthly and in accordance with **Attachment B, Budget**.

Attachment B Budget

COVID 19 Funding Allocation

Pre-award Cost from January 20, 2020	
Budget Categories	DSHS Funding
Personnel	\$0
Fringe Benefits	\$0
Travel	\$0
Equipment	\$0
Supplies	\$51,788
Contractual	\$0
Other	\$4,750
Total Direct Costs	\$56,538
Indirect Cost Rate Amount	\$0
Contract Total	\$56,538

COVID 19 Funding Allocation	
Budget Categories	DSHS Funding
Personnel	\$0
Fringe Benefits	\$0
Travel	\$0
Equipment	\$0
Supplies	\$26,127
Contractual	\$209,000
Other	\$20,000
Total Direct Costs	\$255,127
Indirect Cost Rate Amount	\$0
Contract Total	\$255,127