

INTERLOCAL COOPERATION CONTRACT
THE DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000772300001

THE DEPARTMENT OF STATE HEALTH SERVICES (“System Agency” or “DSHS”) and **Waco McLennan County Public Health District** (“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: Waco McLennan Public Health District
Address: 225 W. Waco Drive
City and Zip: Waco, TX 76707
Contact Person: Brenda Gray
Telephone: 254 750-5459
Fax number:
E-Mail Address: BRENDAG@WACOTX.GOV

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 \$211,426.00, 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

Waco McLennan County Public Health District
225 W. Waco Drive
Waco, TX 76707
Attention: BRENDAG@WACOTX.GOV

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.

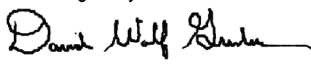
The System Agency further certifies that it has statutory authority to contract for the services described in this Contract under Texas Government Code, Chapter 791, Texas Health and Safety Code, Chapter 81, and Texas Government, Code 531.

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. HHS000772300001

DEPARTMENT OF STATE HEALTH SERVICES

WACO MCLENNAN COUNTY PUBLIC HEALTH DISTRICT

DocuSigned by:

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Signature

David Gruber
Printed Name

Associate Commissioner for RLHS
Title

April 28, 2020
Date

DocuSigned by:

85BD6C1C9A1E4C0...
Signature

Diedra Emerson
Printed Name

Assistant City Manager
Title

April 27, 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 B
Budget**

COVID 19 Funding Allocation

| COVID 19 Funding Allocation | |
|------------------------------------|---------------------|
| Budget Categories | DSHS Funding |
| Personnel | \$0 |
| Fringe Benefits | \$0 |
| Travel | \$886 |
| Equipment | \$0 |
| Supplies | \$10,500 |
| Contractual | \$175,040 |
| Other | \$25,000 |
| Total Direct Costs | \$211,426 |
| Indirect Cost Rate Amount | \$0 |
| Contract Total | \$211,426 |

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**.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

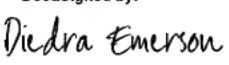
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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|---|---|
| <p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>DocuSigned by:  Diedra Emerson</p> | <p>TITLE</p> <p>Assistant City Manager</p> |
| <p>APPLICANT ORGANIZATION</p> <p>City of Waco</p> | <p>DATE SUBMITTED</p> <p>April 27, 2020</p> |