

INTERLOCAL COOPERATION CONTRACT
THE DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001077500001

THE DEPARTMENT OF STATE HEALTH SERVICES (“System Agency” or “DSHS”) and Orange County (“Local Government,” “Grantee,” “Performing Agency,” or “Contractor”), each a “Party” and collectively the “Parties,” enter into the following contract for activities to establish, expand, train and sustain public health workforce 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).

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: Jennifer Boggs
Telephone: 512-776-2304
Fax number: 512-776-7391
E-Mail Address: Jennifer.Boggs@dshs.texas.gov
Agency Number: 537

Local Government

Name: Orange County
Address: 123 S. 6th Street
City and Zip: Orange, Texas 77630
Contact Person: Jennifer Haney
Health Department: 409-882-7838
Main Line: 409-882-7837
E-Mail Address: jhaney@co.orange.tx.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 June 30, 2023, 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 \$1,000,000.00, 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

Name: Jennifer Haney
Address: 123 S. 6th Street
City & Zip: Orange, Texas 77630
E-Mail Address: jhaney@co.orange.tx.us

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.

VIII. ADDITIONAL GRANT INFORMATION

In accordance with 2 CFR 200.331(A), if any of the following information is not available at time of contract execution, then it will be provided to the Grantee by a Technical Guidance Letter.

Federal Award Identification Number (FAIN): NU90TP922165

Federal Award Date: 5/20/2021

Name of Federal Awarding Agency: Centers for Disease Control and Prevention

CFDA Name and Number: Federal, 93.354

Awarding Official Contact Information: Ms. Sylvia Reeves, 770-488-2739, qpg0@cdc.gov

DUNS: 807391511

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS001077500001

THE DEPARTMENT OF STATE HEALTH SERVICES ORANGE COUNTY

DocuSigned by:
Kirk Cole
04DD3FAAF59048D...

kirk cole

Printed Name

Deputy Commissioner

Title

August 12, 2021

Date

DocuSigned by:

61683DDEA1C2472...

John Gothia

Printed Name

County Judge

Title

August 10, 2021

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 – FISCAL FEDERAL ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATE**
- ATTACHMENT D – HHS UNIFORM TERMS AND CONDITIONS – GOVERNMENTAL ENTITY, VERSION 3.0**
- ATTACHMENT E – DATA USE AGREEMENT**
- ATTACHMENT F – FEDERAL ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT G – CONTRACT AFFIRMATIONS 1.8**

**ATTACHMENT A
STATEMENT OF WORK
COVID-19 – Public Health Workforce Expansion**

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Establish, expand, train and sustain public health workforce 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. Complete all activities required and allowable under this Contract by June 30, 2023.
- C. Perform required activities intended to slow the transmission of COVID-19, minimize morbidity and mortality, preserve function of healthcare workforce and infrastructure, and minimize social and economic impacts. Required activities include:
 1. Hire public health personnel (professional, clinical, disease investigation, program and/or administrative) in support of COVID-19 and infectious disease preparedness and response. Personnel may be permanent full or part-time staff, temporary or term-limited staff, fellows, interns and/or contracted employees.
 2. Establish a formal committee that will ensure Grantee's health programs, methods and outcomes meet the diverse needs of the communities served.
 - a. Within 30 days of Contract execution, submit a roster of this committee that describes how members are reflective of the communities to be served and can best address community public health needs to WorkforceCoAg@dshs.texas.com and the assigned Contract Manager.
 - b. Within 60 days of Contract execution, submit proposed plan to address health disparities, and your training plan to WorkforceCoAg@dshs.texas.com and the assigned Contract Manager, using the template provided by System Agency.
 3. Provide training for staff to be equipped to address health disparities appropriately, as recommended by the committee, to existing and new staff, focusing on issues relevant to the local communities served.
- D. Funds cannot be used for research, clinical care, medical or clinical supplies, fund-raising activities, construction or major renovations, to supplant existing state or federal funds for activities, purchase of vehicles of any kind (including mobile medical clinics), clothing to include uniforms or scrubs or funding an award to another party or provider who is ineligible. Any furniture/cubicle purchases will require PRIOR approval by System Agency. 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.
- E. Comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Contract and as amended.

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STATEMENT OF WORK
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- F. 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
- G. Maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Grantee shall submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the assigned System Agency Contract Manager by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.
- H. Expenses are eligible for reimbursement review and payment in alignment with the Grant Award effective date of July 1, 2021.

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.

DSHS will develop performance measures in collaboration with the Grantee.

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 bi-annual program and financial reports 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.

- A. Submit local health entity COVID-19 Workforce Expansion progress reports and spend

**ATTACHMENT A
STATEMENT OF WORK
COVID-19 – Public Health Workforce Expansion**

plans within an established timeframe designated by the System Agency, using the template provided by System Agency. Progress reports will include status updates on meeting hiring goals, addressing health disparities and reporting progress through financial reports. Failure to submit a required report or additional requested information by the due date specified in this Contract listed below or upon request constitutes breach of contract and may result in delay of payment. Reports should be sent electronically to WorkforceCoAg@dshs.texas.com and the assigned Contract Manager.

Progress Reports – due	7-Jan-22
Progress Reports – due	7-Jul-22
Progress Reports – due	9-Jan-23
Progress Reports – due	7-Jul-23

- B. Submit a final performance report that describes progress toward achieving the objectives contained in the approved workplan and deliverables contained in this Contract to WorkforceCoAg@dshs.texas.com and the assigned Contract Manager, 30 days after end of Contract period, using the template provided by System Agency.

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 & cc your contract manager.

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

FSRs should be sent to: FSRGrants@dshs.texas.gov & CMSInvoices@dshs.texas.gov & cc your contract manager.

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

**Attachment B
Budget**

Budget Categories	DSHS Funding
Personnel	\$592,706
Fringe Benefits	\$229,674
Travel	\$0
Equipment	\$0
Supplies	\$25,732
Contractual	\$0
Other	\$51,888
Total Direct Costs	\$900,000
Indirect Cost Rate Amount	\$100,000
Contract Total	\$1,000,000