

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001274-00**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Johnson County Emergency Management (Contractor), a Governmental, (collectively, the Parties) entity.

- 1. Purpose of the Contract:** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.
- 2. Total Amount:** The total amount of this Contract is \$51,324.00.
- 3. Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
- 4. Term of the Contract:** This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
- 5. Authority:** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
- 6. Program Name:** CPS/CRI CPS - Cities Readiness Initiative

7. Statement of Work:

Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102CONT13) from the Centers for Disease Control and Prevention (CDC). To comply with the Public Health Emergency Preparedness (PHEP) cooperative agreement's capabilities-based approach, Cities Readiness Initiative (CRI) requirements support the Medical Countermeasure Dispensing and Medical Materiel Management and Distribution capabilities. The Cities Readiness Initiative supports medical countermeasure distribution and dispensing (MCMDD) for all-hazards events including the ability of jurisdictions to develop capabilities to respond to large-scale biological attacks with anthrax as the primary threat consideration and to broaden activities to improve all-hazards planning capabilities.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

CDC will no longer use the MCMDD composite measure as an indicator of MCMDD preparedness and operational capability within local/planning jurisdictions, CRI areas, states, directly funded localities, territories, and freely associated states. Instead, CRI requirements include a minimum Progress Report (Technical Assistance Review) score of 69 (average of all CRI jurisdictional local TAR scores in a single state). Each local planning jurisdiction within the 72 CRI metropolitan statistical areas, including the four directly funded localities, must conduct three different drills. The results of the drill data submissions and compliance with dispensing and distribution standards shall be reviewed during site visits to evaluate local MCMDD preparedness.

Contractor shall develop plans and infrastructure so the targeted Metropolitan Statistical Area (MSA) is prepared to provide medical countermeasures to the identified population within 48 hours after the federal decision to do so during a large-scale public health emergency. To accomplish this, the Contractor shall:

- A. Meet the requirements of Capability 8: Medical Countermeasure Dispensing and the associated functions, tasks, and resource elements for this capability; and
- B. Enhance the jurisdiction's capability to establish a network of Points of Dispensing (PODs) operated by volunteers or paid staff trained on current POD Standards
- C. Meet the requirements of Capability 9: Medical Materiel Management and Distribution and associated functions, tasks, and resource elements for this capability and
- D. Enhance the jurisdiction's capability 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 and with the National Incident Management System.

Contractor shall coordinate planning and program implementation activities to ensure that state and local health departments, hospitals, other health care entities, health care providers, state and local public safety agencies, and emergency management agencies are able to mount a collective medical countermeasure response featuring seamless interaction of event-specific planning and operational components in the following areas of medical countermeasure core planning functions (based on prior TAR assessments):

- 1. Development of a Plan With Strategic National Stockpile Elements
- 2. Management of Strategic National Stockpile / Command and Control
- 3. Requesting Medical Countermeasures Assets
- 4. Tactical Communications Plan

5. Public Information and Communication
6. Security
7. Regional/Local Distribution Site (if applicable)
8. Inventory Management
9. Distribution (if applicable)
10. Dispensing Medical Countermeasures
11. Coordination with Hospitals and Alternate Care Facilities
12. Training and Exercising

Contractor shall comply with all applicable federal and state laws, rules and regulations including, but not limited to, the following:

- A. Public Law 107-117, Department of Defense and Emergency Supplemental Appropriations for Recovery from and Response to Terrorist Attacks on the United States, Act. 2002;
- B. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- C. Public Law 109-417, Pandemic and All-Hazards Preparedness Act of 2006; and
- D. Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this program Attachment.

The following documents are incorporated by reference and made a part of this Program Attachment:

- A. Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number CDC-RFA-TP12-120102CONT13
- B. Public Health Emergency Preparedness Workplan for the Cities Readiness Initiative, which is hereby attached as Exhibit A
- C. Texas Strategic National Stockpile Program Manual <http://www.snstexas.info>;
- D. Texas Public Health and Medical Emergency Management 5-Year Strategic Plan
- E. Tactical Guide, Companion Document to the Texas Public Health and Medical Emergency Management 5-Year Strategic Plan 2012 to 2016
- F. Homeland Security Exercise and Evaluation Plan (HSEEP) Documents:
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
- G. Community Preparedness Section Exercise Team Web Site:
<http://www.dshs.state.tx.us/comprep/exercise/>.
- H. Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011 at:
http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf
- I. Contractors Financial Procedures Manual dated September 1, 2012 or latest version located at:
<http://www.dshs.state.tx.us/contracts/cfpm.shtm>;

Funds awarded herewith must be matched 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. The costs that the contractor incurs in fulfilling its 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.

Contractor is required to provide matching funds for this Program Attachment not less than 10% of total costs. Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 at <http://www.dshs.state.tx.us/contracts/cfpm.shtm> for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources, must be included in Contractor's contract budget and Contractor must follow procedures for generally accepted accounting practices and meet audit requirements.

Contractor shall 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, and Councils of Government.

Contractor shall cooperate with DSHS to coordinate all planning, training, and exercises performed under this Contract with the State of Texas, Texas Division of Emergency Management of the State of Texas, or other points-of-contact at the discretion of the division, 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.

Contractor shall inform DSHS in writing if it shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate this Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Program Attachment, including partial Full Time Equivalents (FTEs) and temporary staff.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor'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.

Performance Measures:

Contractor shall provide sufficient documentation of planning, training, and exercising per the functions and tasks of Capability 8, Medical Countermeasure Dispensing found in the Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011 to meet the requirements of the evidence-based benchmark, demonstrated capability to receive, stage, store, distribute, and dispense materiel during a public health emergency. This benchmark includes a composite performance indicator of preparedness from the Division of Strategic National Stockpile (DSNS) in CDC's Office of Public Health Preparedness and Response. This indicator can be found on the DSNS extranet at <http://emergency.cdc.gov/stockpile/extranet>

Contractor shall perform activities for Medical Countermeasure Dispensing, Capability 8 noted in the attached Exhibit A.

Contractor shall comply with the following activities for the CDC-defined performance measure related to Medical Countermeasure Dispensing, Capability 8:

- o Prepare for and participate in the Progress Report (Technical Assistance Review)
- o Perform and submit metrics on three (3) Division of Strategic National Stockpile (DSNS) operational

drills and After Action Reviews / Improvements Plans to the exercise team no later than April 1, 2014

- o Demonstrate compliance with current programmatic medical countermeasure guidance through submission of point of dispensing (POD) standards data
- o Conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program (HSEEP) guidance

Perform one full-scale dispensing exercise that includes all pertinent jurisdictional leadership and emergency support function leads, planning and operational staff, and all applicable personnel in the MSA within the 2011 to 2016 performance period

Contractor shall comply with the following activities for the CDC-defined performance measure related to Medical Materiel Management and Distribution, Capability 9:

- o Direct and activate medical materiel management and distribution
- o Acquire medical materiel
- o Maintain updated inventory management and reporting system
- o Establish and maintain security
- o Distribute medical materiel
- o Recover medical materiel and demobilize distribution operations

Contractor shall provide reports as requested by DSHS to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421 .071 and 421.072 (b) and (c).

BILLING INSTRUCTIONS:

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link <http://www.dshs.state.tx.us/cmpps/>. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

Johnson County

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10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00034

RLHS GOLIVE CRI PROPOSAL

11. Renewals:

Number of Renewals Remaining: 3 Date Renewals Expire: 08/31/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069

14. DUNS Number:

046286787

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16. Special Provisions

General Provisions, Compliance and Reporting Article I, Reporting Section 1.03, is revised to include the following:

Contractor shall provide DSHS with monthly supporting documents/reports in the format provided by DSHS, any financial reports, and any other reports that DSHS determines necessary to accomplish the objectives and monitor compliance of this Program Attachment.

Contractor shall submit copies of all documentation addressing the activities specified in Exhibit A to DSHS by a date to be determined by DSHS. via the Texas SNS SharePoint web link:
<http://www.snstexas.info>

If Contractor is legally prohibited from providing such reports, contractor shall immediately notify DSHS.

General Provisions, Services Article II., Section 2.02 Disaster Services is amended to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period.
Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, Payment Methods and Restrictions Article IV, Billing Submission Section 4.02, is amended to include the following:

Contractor shall submit requests for reimbursement or payment, or revisions to previous reimbursement request(s), no later than August 14, 2014 for costs incurred between the services dates of September 1, 2013 and July 31, 2014.

General Provisions, Terms and Conditions of Payment Article V, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, Allowable Costs and Audit Requirements Article VI, Allowable Costs Section 6.01, is amended to include the following:

For the purposes of this Program Attachment, funds may not be used for fund raising activities, lobbying, research, construction, major renovations, clinical care, purchase vehicles, reimbursement of pre-award costs, funding an award to another party or provider who is ineligible, or backfilling costs for staff.

General Provisions, Access and Inspection Article IX, Access Section 9.01 is hereby revised to include the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor shall allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor shall comply with all DSHS

documentation requests and on-site visits. Contractor shall make available for review all documents related to the Statement of Work and Exhibit A, the CRI Work Plan, upon request by the DSHS Program staff.

General Provisions, General Business Operations of Contractor Article XII, Section 12.20 Equipment (Including Controlled Assets), is revised as follows:

Contractor is required to initiate the purchase of equipment approved no later than August 31, 2014 as documented by issue of a purchase order or written order confirmation from the vendor on or before August 31 2014. In addition, all equipment must be received no later than 60 calendar days following the end of the Program Attachment term.

General Provisions, General Terms Article XIII, Amendment Section 13.15, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

- a. Contract (this document) 2014-001274-00
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budgets

- d. Declarations Certification Regarding Lobbying, Fiscal
 Federal Funding Accountability and
 Transparency Act (FFATA) Certification
- e. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: Johnson County
Vendor Identification Number: 17560010302 028

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Department of State Health Services

By: David Gruber
Signature of Authorized Official
09/20/2013
Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

E-mail Address

Johnson County Emergency Management

By: Mr. Jamie Moore
Signature of Authorized Official
08/30/2013
Date

Jamie Moore Emergency Management Director
Name and Title
810 E. Kilpatrick St.
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City, State, Zip

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