

APR 12 2021

Approved

REQUEST FOR AGENDA PLACEMENT FORM

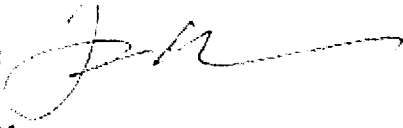
Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Jamie Moore

TODAY'S DATE: 03/31/2021

DEPARTMENT: Emergency Management

SIGNATURE OF DEPARTMENT HEAD:



REQUESTED AGENDA DATE: 04/12/2021

SPECIFIC AGENDA WORDING: Approval of City Readiness Initiative (CRI)
Grant DSHS Contract No. 537-18-0207-00001

PERSON(S) TO PRESENT ITEM: Jamie Moore

SUPPORT MATERIAL:

TIME: 10 min

ACTION ITEM: x
WORKSHOP _____

(Anticipated number of minutes needed to discuss item)

CONSENT: _____

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: X

IT DEPARTMENT:

AUDITOR: X

PURCHASING DEPARTMENT:

PERSONNEL:

PUBLIC WORKS: _____

BUDGET COORDINATOR: X **OTHER:**

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE:

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

COURT MEMBER APPROVAL _____

Date _____

DEPARTMENT OF STATE HEALTH SERVICES

CONTRACT NO. 537-18-0207-00001

AMENDMENT NO. 5

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**System Agency**”) and **JOHNSON COUNTY** (“**Grantee**”), each a “Party” and collectively the “Parties” to that certain Cities Readiness Initiative contract effective July 1, 2017 and denominated as System Agency Contract No. 537-18-0207-00001 (the “**Contract**”), as amended, now want to further amend the Contract.

WHEREAS, the Parties desire to amend the Contract in accordance with **ATTACHMENT C, UNIFORM TERMS AND CONDITIONS, ARTICLE IX, SECTION 9.01 (AMENDMENT)** of the Contract;

WHEREAS, System Agency has elected to extend the term of the Contract in accordance with **ARTICLE III, DURATION**;

WHEREAS, the Parties desire to revise the Budget to add funds to the Contract for the period from July 1, 2021 through June 30, 2022 (“Fiscal Year 2022” or “FY2022”);

WHEREAS, the Parties desire to revise the Statement of Work;

WHEREAS, the Parties desire to modify the Notice to Proceed provision of the Contract; and

WHEREAS, the Parties desire to incorporate **ATTACHMENT C.5- FFATA CERTIFICATION FORM** into the Contract.

NOW, THEREFORE, the Parties agree as follows:

1. **ARTICLE III, DURATION**, of the Signature Document is amended to reflect a revised termination date of **June 30, 2022**.
2. **ARTICLE IV, BUDGET**, of the Signature Document is amended to add **\$54,080.00** in federal funding to the Contract and with the Grantee providing a total of **\$5,408.00** in matching funds for FY2022. The total not-to-exceed amount of the Contract is therefore increased to **\$292,880.00**, of which **\$266,255.00** represents federal funding and **\$26,625.00** represents matching funds. 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. **ARTICLE VIII, NOTICE TO PROCEED**, of the Signature Document is 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 FY2022 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 deleted in its entirety and replaced with the following:

Budget Categories	FY18 Budget Summary (7/1/17 – 6/30/18)	FY19 Budget Summary (7/1/18 – 6/30/19)	FY20 Budget Summary (7/1/19 – 6/30/20)	FY21 Budget Summary (7/1/20 – 6/30/21)	FY22 Budget Summary (7/1/21 – 6/30/22)	Total Budget Summary
Personnel	\$34,500.00	\$34,500.00	\$39,500.00	\$39,504.00	\$39,474.00	\$187,478.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$17,642.00	\$17,642.00	\$14,311.00	\$14,576.00	\$14,606.00	\$78,777.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sum of DSHS Direct Costs	\$52,142.00	\$52,142.00	\$53,811.00	\$54,080.00	\$54,080.00	\$266,255.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sum of DSHS Direct Costs and Indirect Costs	\$52,142.00	\$52,142.00	\$53,811.00	\$54,080.00	\$54,080.00	\$266,255.00
Plus Required Match (Cash or In-Kind)	\$5,214.00	\$5,214.00	\$5,381.00	\$5,408.00	\$5,408.00	\$26,625.00
Total Contract Amount	\$57,356.00	\$57,356.00	\$59,192.00	\$59,488.00	\$59,488.00	\$292,880.00

The Parties agree that Grantee shall provide total matching funds in the amount of **\$26,625.00**.

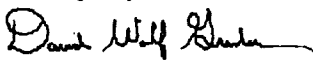
5. **ATTACHMENT A.5, FY2021 STATEMENT OF WORK**, is amended and replaced in its entirety with **ATTACHMENT A.6, FY2022 STATEMENT OF WORK**.
6. **ATTACHMENT C.5, FFATA CERTIFICATION FORM**, is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
7. This Amendment shall be effective on July 1, 2021, or as of the date last signed below, whichever is later.
8. Except as amended or modified by this Amendment No. 5, all terms and conditions of the Contract, as amended, shall remain in effect.
9. Any further revisions to the Contract shall be by written agreement of the Parties.

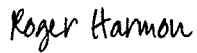
SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 5
SYSTEM AGENCY CONTRACT NO. 537-18-0207-00001**

DEPARTMENT OF STATE HEALTH SERVICES

JOHNSON COUNTY

DocuSigned by:

B119A6B16FEG46E...

DocuSigned by:

8458E945EEF749D

David Gruber

Roger Harmon

Associate Commissioner for RLHS

County Judge

Date of Signature: April 19, 2021

Date of Signature: April 12, 2021

THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT AND THEIR RESPECTIVE TERMS ARE HEREBY INCORPORATED INTO THE CONTRACT BY REFERENCE:

**ATTACHMENT A.6 - FY2022 STATEMENT OF WORK
ATTACHMENT C.5 - FFATA CERTIFICATION FORM**

ATTACHMENT A.6
FY2022 STATEMENT OF WORK
(July 1, 2021 through June 30, 2022)

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Perform activities in support of the Public Health Emergency Preparedness (“PHEP”) Cooperative Agreement from the Centers for Disease Control and Prevention (“CDC”) to advance public health preparedness for the Cities Readiness Initiative (“CRI”).
- B. Perform the activities required under this Contract in the following county/ies: Johnson County.
- C. Cooperate with System Agency to coordinate all planning, training, and exercises performed under this Contract with the Texas Division of Emergency Management (“TDEM”), 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. 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 and Councils of Government.
- E. Address the following public health emergency preparedness capabilities:
 - 1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short and long term.
 - 2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations.
 - 3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System (“NIMS”).
 - 4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.
 - 5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral

ATTACHMENT A.6
FY2022 STATEMENT OF WORK
(July 1, 2021 through June 30, 2022)

- health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue.
6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to all levels of government and the private sector in preparation for and in response to events or incidents of public health significance.
 7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves.
 8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins.
 9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.
 10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments.
 11. Capability 11 – Nonpharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing nonpharmaceutical interventions in response to the needs of an incident, event, or threat. Nonpharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.
 12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens and

ATTACHMENT A.6
FY2022 STATEMENT OF WORK
(July 1, 2021 through June 30, 2022)

- food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies.
13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance.
 14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment.
 15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency’s preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.
- F.** Conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program (“HSEEP”) guidance.
- G.** Incorporate access and functional needs partners in annual PHEP exercise. Local jurisdictions can fulfill the requirements by incorporating at least one Access and Functional Needs (“AFN”) partner in a drill, a tabletop, a functional, or a full-scale exercise, or during an incident or public health event in which the AFN partner participates. Documentation must provide evidence of the AFN participation.
- H.** Complete and submit the Expanded Operational Readiness Review (“ORR”) to CDC and upload supporting documentation to the System Agency via the DSHS Center for Health Emergency Preparedness and Response (“CHEPR”) External SharePoint site by April 1, 2022. Documentation is required within an established timeframe designated by the Contractual Requirements Schedule.
- I.** Complete and submit Medical Countermeasures (MCM) Action Plans to DSHS CHEPR External SharePoint site twice a year, on September 20th and April 20th.
- J.** Conduct one (1) dispensing Full Scale Exercise (“FSE”) within the designated CRI Metropolitan Statistical Area (MSA) planning areas between July 1, 2019 and June 30, 2024. The FSE must include a hospital or health care coalition component. All jurisdictions must conduct exercise in accordance with System Agency requirements. Grantee will submit FSE documentation to the CDC and DSHS CHEPR External SharePoint site according to System Agency requirements.
- K.** When using volunteers during the Contract term, the Grantee must designate a Texas Disaster Volunteer Registry (“TDVR”) State Emergency System for the Advanced

ATTACHMENT A.6
FY2022 STATEMENT OF WORK
(July 1, 2021 through June 30, 2022)

Registration of Volunteer Health Professionals (“ESAR-VHP”) System Administrator, participate in required administrator trainings, and utilize the system to identify volunteers.

- L. Complete and 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, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
- M. 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.
- N. 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.
- O. 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.
- P. Match funds awarded under this Contract with 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, as amended.

Grantee will provide matching funds in the amount of ten percent (10%) of the Contract amount as set forth in **Attachment B, Budget**. Cash match is defined as an expenditure of cash by the Grantee on allowable costs of this Contract that are borne by the Grantee. In-kind match is defined as the dollar value of non-cash contributions by a third party given in

ATTACHMENT A.6
FY2022 STATEMENT OF WORK
(JULY 1, 2021 through June 30, 2022)

goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the Grantee. The criteria for match must:

1. Be an allowable cost under the applicable federal cost principle;
 2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
 3. Be verifiable within the Grantee's (or subgrantee's) records;
 4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement contracts);
 5. Not be included as contributions toward any other federally-assisted project or program (match can count only once);
 6. Not be paid by the federal government under another award, except where authorized by federal statute to be used for cost sharing or match;
 7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
 8. Be adequately documented;
 9. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
 10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Contract term.
- Q.** 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.
- R.** Initiate the purchase of all equipment approved in writing by the System Agency in the first quarter of the FY2022 Contract term, 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.
- S.** Maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. 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,

ATTACHMENT A.6
FY2022 STATEMENT OF WORK
(July 1, 2021 through June 30, 2022)

communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.

- T.** 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.
- U.** 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.
- V.** None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
- W.** 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) Course:
<https://www.preparingtexas.org/ViewCourse.aspx?courseid=df46978a-e5c4-4b1f-9d43-8bba1168c5ac>;
 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. Public Law 109-417, Pandemic and All-Hazards Preparedness and Advancing Innovation Act ("PAHPAI");
 6. Texas Health and Safety Code Chapter 81; and
 7. Section 319C-1 of the Public Health Service ("PHS") Act (47 USC § 247d-3a), as amended.
- X.** Comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:

ATTACHMENT A.6
FY2022 STATEMENT OF WORK
(July 1, 2021 through June 30, 2022)

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 this **Attachment A.6** 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 materiel 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 payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. The Grantee will submit the Financial Status Report (FSR-269A). Additionally, the Grantee will submit the Match Certification Form (B-13A), at the end of the fourth quarter. Vouchers, supporting documentation, Financial Status Reports, and Match Certification Forms 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 & cc your Assigned Contract Manager.

FSRs should be sent to: FSRGrants@dshs.texas.gov & CMSInvoices@dshs.texas.gov & cc your Assigned Contract Manager.

ATTACHMENT A.6
FY2022 STATEMENT OF WORK
(July 1, 2021 through June 30, 2022)

- B.** Grantee will be reimbursed on a monthly basis and in accordance with **Attachment B, Budget** of this Contract.

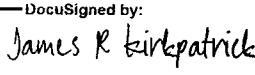
- C.** System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. System Agency will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Contract amount, Grantee's budget may be 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.

Attachment C.5
Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.**

Legal Name of Contractor: County of Johnson	FFATA Contact # 1 Name, Email and Phone Number: J. R. Kirkpatrick kirk@johnsoncountytexas.org 817-556-6360
Primary Address of Contractor: 2 N. Main St. Cleburne, Texas 76033-5500	FFATA Contact #2 Name, Email and Phone Number: Jennifer Lyon jennL@johnsoncountytexas.org 817-556-6360
ZIP Code: 9-digits Required www.usps.com 76033-5500	DUNS Number: 9-digits Required www.sam.gov 046286787
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits 17560010302028	

Printed Name of Authorized Representative James R Kirkpatrick	Signature of Authorized Representative DocuSigned by:  A60AD3ABEAA2458...
Title of Authorized Representative County Auditor	Date April 19, 2021

Attachment C.5
Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;
Sally Tom:300000*

Provide compensation information here:

Certificate Of Completion

Envelope Id: A6DDD55AA69F4DD689A1733AF092A765
 Subject: Amending \$292,880.00; 537-18-0207-00001; Johnson County A-5; DSHS CPS/CRI
 Source Envelope:
 Document Pages: 20 Signatures: 3
 Certificate Pages: 2 Initials: 0
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Texas Health and Human Services Commission
 1100 W. 49th St.
 Austin, TX 78756
 PCS_DocuSign@hhsc.state.tx.us
 IP Address: 167.137.1.9

Record Tracking

Status: Original
 3/30/2021 10:58:44 AM
 Holder: Texas Health and Human Services
 Commission
 PCS_DocuSign@hhsc.state.tx.us

Location: DocuSign

Signer Events

James R Kirkpatrick
 kirk@johnsoncountytexas.org
 County Auditor
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 A60AD3ABEAA2458...

Signature Adoption: Pre-selected Style
 Using IP Address: 66.143.87.210

Timestamp

Sent: 3/31/2021 8:45:32 AM
 Viewed: 4/1/2021 8:42:18 AM
 Signed: 4/19/2021 10:16:00 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Roger Harmon
 judgeh@johnsoncountytexas.org
 County Judge
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 8458F945EEF749D...

Signature Adoption: Pre-selected Style
 Using IP Address: 66.143.87.210

Sent: 3/31/2021 8:45:31 AM
 Viewed: 3/31/2021 11:23:27 AM
 Signed: 4/12/2021 3:41:20 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

David Gruber
 david.gruber@dshs.texas.gov
 Associate Commissioner for RLHS
 Texas Health and Human Services Commission
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 B115A691CFEC4CE...

Signature Adoption: Drawn on Device
 Using IP Address: 12.139.205.150

Sent: 4/19/2021 10:16:02 AM
 Viewed: 4/19/2021 12:57:56 PM
 Signed: 4/19/2021 12:58:05 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

CMS inbox
cmucontracts@dshs.texas.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

beverly taylor
beverly.taylor@dshs.texas.gov
Contract Manager
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jamie Moore
jmoore@johnsoncountytx.org
EMC
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status

COPIED

COPIED

COPIED

Timestamp

Sent: 3/31/2021 8:45:31 AM

Sent: 3/31/2021 8:45:30 AM

Sent: 3/31/2021 8:45:31 AM
Viewed: 3/31/2021 8:52:56 AM

Witness Events

Notary Events

Envelope Summary Events

Envelope Sent
Certified Delivered
Signing Complete
Completed

Payment Events

Signature

Signature

Status

Hashed, Encrypted
Security Checked
Security Checked
Security Checked

Status

Timestamp

Timestamp

Timestamps

3/31/2021 8:45:31 AM
4/19/2021 12:57:56 PM
4/19/2021 12:58:05 PM
4/19/2021 12:58:05 PM

Timestamps