

MAY 29 2018

**REQUEST FOR AGENDA PLACEMENT FORM**

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

**SUBMITTED BY:** Jamie Moore  
**TODAY'S DATE:** 5/21/2018

**DEPARTMENT:** Emergency Management

**SIGNATURE OF DEPARTMENT HEAD:**

**REQUESTED AGENDA DATE:** 5/28/2018

**SPECIFIC AGENDA WORDING:** Consideration of the contract renewal;  
Department of State Health Services Contract No. 537-18-0207-0001

**PERSON(S) TO PRESENT ITEM:** Jamie Moore

**SUPPORT MATERIAL:** (Must enclose supporting documentation)

**TIME:** 5

**ACTION ITEM:**   x    
**WORKSHOP** \_\_\_\_\_

(Anticipated number of minutes needed to discuss item) **CONSENT:** \_\_\_\_\_  
**EXECUTIVE:** \_\_\_\_\_

**STAFF NOTICE:**

**COUNTY ATTORNEY:** X  
**AUDITOR:**   x    
**PERSONNEL:** \_\_\_\_\_  
**BUDGET COORDINATOR:** \_\_\_\_\_

**IT DEPARTMENT:** \_\_\_\_\_  
**PURCHASING DEPARTMENT:** \_\_\_\_\_  
**PUBLIC WORKS:** \_\_\_\_\_  
**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. 01**  
**RENEWAL**

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency") and **JOHNSON COUNTY HEALTH DEPARTMENT** ("Grantee"), who are collectively referred to herein as the "Parties" or singularly as the "Party," to that certain Cities Readiness Initiative Contract effective July 1, 2017, and denominated DSHS Contract No.537-18-0207-00001, now desire to amend the Contract.

**WHEREAS**, System Agency has elected to extend the term of the Contract to allow continued support of the projects in accordance with Section III of the Contract Signature Document;

**WHEREAS**, the parties desire to correct the section numbering in the Signature Document;

**WHEREAS**, the Parties desire to revise the Budget to add funds for the Contract period beginning July 1, 2018, through June 30, 2019 (hereinafter referred to as "Fiscal Year 2019" or "FY2019");

**WHEREAS**, the Parties desire to revise the FY2018 Statement of Work; and

**WHEREAS**, the Parties desire to add the FY2019 Statement of Work.

**NOW, THEREFORE**, the Parties hereby amend and modify the Contract as follows:

1. The section numbering in the Signature Document is hereby corrected to reflect a sequential order.
2. **SECTION III** of the Signature Document, **DURATION**, is hereby amended to reflect a revised termination date of June 30, 2019.
3. **SECTION IV** of the Signature Document, **BUDGET**, is hereby amended to add **FIFTY-TWO THOUSAND ONE HUNDRED FORTY-TWO DOLLARS (\$52,142.00)** in federal funding with the Grantee providing a total of **FIVE THOUSAND TWO HUNDRED TWENTY-TWO DOLLARS (\$5,220.00)** in match funds, for a total Contract amount not to exceed **ONE HUNDRED FOUR THOUSAND TWO HUNDRED EIGHTY-FOUR DOLLARS (\$104,284.00)**. 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.

4. **SECTION VI** of the Signature Document, **LEGAL NOTICES**, is amended to replace the System Agency information in its entirety with the following:

Department of State Health Services  
Attention: General Counsel  
1100 W. 49<sup>th</sup> Street, MC 1911  
Austin, TX 78756

5. **SECTION VII** of the Signature Document, **ADDITIONAL GRANT INFORMATION**, is supplemented with the following grant information:

Federal Award Identification Number (FAIN): 1 NU90TP921879-01-00  
Awarding Official Contact Information:  
Stephany Vento  
1600 Clifton Road, MS D29  
DSLRL  
Atlanta, GA 30329  
Phone: 404-960-9023  
DUNS: 046286787

6. The Parties agree to add the following new Section VIII to the Signature Document:

**VIII. NOTICE TO PROCEED**

Funding for this Contract is dependent on the award of the applicable federal grant. No FY 2019 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.

7. **ATTACHMENT A, STATEMENT OF WORK**, is deleted in its entirety, and replaced with **ATTACHMENT A.1, FY2018 STATEMENT OF WORK**.

8. **ATTACHMENT B, BUDGET** is hereby amended by deleting the budget table in its entirety and replacing it with the following:

<b>Budget Categories</b>	<b>FY18 Budget Summary (7/1/17 – 6/30/18)</b>	<b>FY19 Budget Summary (7/1/18 – 6/30/19)</b>	<b>Total Budget Summary</b>
Personnel	\$34,500.00	\$39,720.00	\$74,220.00
Fringe Benefits	\$5,214.00	\$0.00	\$5,214.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$17,642.00	\$17,642.00	\$35,284.00
Contractual	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Sum of Direct Costs	\$57,356.00	\$57,362.00	\$114,718.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Sum of Direct Costs and Indirect Costs	\$57,356.00	\$57,362.00	\$114,718.00
Less Match (Cash or In-Kind)	\$5,214.00	\$5,220.00	\$10,434.00
<b>TOTAL</b>	<b>\$52,142.00</b>	<b>\$52,142.00</b>	<b>\$104,284.00</b>

It is agreed that Grantee shall provide matching funds in the amount of **\$10,434.00**.

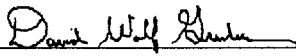
9. The Parties agree to add **ATTACHMENT A.2, STATEMENT OF WORK**, which is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
10. This Amendment No. 01 shall be effective as of the date last signed below.
11. Except as amended and modified by this Amendment No. 01, all terms and conditions of the Contract shall remain in full force and effect.
12. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 01  
SYSTEM AGENCY CONTRACT NO. 537-18-0207-00001**

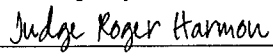
**TEXAS DEPARTMENT OF STATE HEALTH  
SERVICES**

**JOHNSON COUNTY HEALTH DEPARTMENT**

DocuSigned by:  
  
B113A6B1CFEC4CE...

David Gruber

Associate Commissioner  
Regional and Local Health Operations

DocuSigned by:  
  
90FEE35BA85E415...

By: Judge Roger Harmon  
Name: Judge Roger Harmon

Title: county Judge

Date of Execution: May 31, 2018

Date of Execution: May 30, 2018

**ARTICLE 1. THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:**

**ATTACHMENT A.1 - FY2018 STATEMENT OF WORK**

**ATTACHMENT A.2 - FY2019 STATEMENT OF WORK**

**ATTACHMENT C- FFATA**

**ATTACHMENT A.1**  
**STATEMENT OF WORK**  
**(July 1, 2017 through June 30, 2018)**

**I. GRANTEE RESPONSIBILITIES**

Grantee will:

- A. Perform activities in Johnson County (hereinafter the "Jurisdiction") in support of the Public Health Emergency Preparedness Cooperative Agreement from the Centers for Disease Control and Prevention (CDC) and further the Strategic National Stockpile (SNS) program to comply with the Public Health Emergency Preparedness (PHEP) Cooperative Agreement's capabilities-based approach. The Cities Readiness Initiative (CRI) requirements support the Medical Countermeasure Dispensing and Medical Materiel Management and Distribution capabilities. The CRI supports medical countermeasure distribution and dispensing for all-hazards events.
- B. 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.
- C. Cooperate with System Agency 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 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. Utilize the Texas Medical Countermeasure (MCM) Strategy Document, as amended, to develop and execute plans, thus preparing the Metropolitan Statistical Area (MSA) to provide medical countermeasures to the identified population during a large-scale public health emergency. The Texas MCM Strategy Document is available at: <https://www.dshs.texas.gov/commprep/sns.aspx> or by contacting the Strategic National Stockpile (SNS) Central Office Team at [SNS@dshs.texas.gov](mailto:SNS@dshs.texas.gov). To accomplish this, Grantee will meet the planning and operational standards as outlined in Sections I(B)-(U) of this Contract, and the current Operational Readiness Review (ORR) Tool, as amended, that applies to the following Public Health Emergency Preparedness Capabilities:
  - 1. Primary Capabilities:
    - a. Capability 8: Medical Countermeasure Dispensing; and
    - b. Capability 9: Medical Materiel Management and Distribution.
  - 2. Support Capabilities:
    - a. Capability 1: Community Preparedness;
    - b. Capability 3: Emergency Operations Coordination;

**ATTACHMENT A.1**  
**STATEMENT OF WORK**  
**(July 1, 2017 through June 30, 2018)**

- c. Capability 4: Emergency Public Information and Warning;
  - d. Capability 6: Information Sharing;
  - e. Capability 14: Responder Safety and Health; and
  - f. Capability 15: Volunteer Management.
- E.** Conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program (HSEEP) guidance.
- F.** Complete and submit the Operational Readiness Review (ORR) forms in DCIPHER and provide supporting documentation to System Agency SNS SharePoint twenty (20) business days prior to review. The review takes place every other year. Documentation will still be required annually.
- 1. Provide updated distribution data document (official name to be determined) for submission to System Agency SNS SharePoint by April 1, 2019;
  - 2. Perform and submit metrics (data collection sheets) on each of the three (3) SNS operation drills (at pre-identified Point of Dispensing {POD} locations and existing call-down rosters) to DSHS SharePoint and submit After Action Reviews/Improvements sixty (60) days after completion of the drill or by April 1, 2018, to the [preparednessexercise@dshs.texas.gov](mailto:preparednessexercise@dshs.texas.gov) inbox. Acceptable drills include:
    - a. Staff Call Down;
    - b. Facility Set-up; and
    - c. POD Activation.
  - 3. Participate in and attend the regional MCM seminar, when held every other year.
- G.** Complete and submit MCM Action Plans to Public Health Regional Coordinator and the DSHS SNS Email ([SNS@DSHS.texas.gov](mailto:SNS@DSHS.texas.gov)) twice a year, on December 20<sup>th</sup> and June 20<sup>th</sup>.
- H.** Submit a current multi-year training & exercise plan that covers FY18 through FY23 to System Agency within an established timeframe designated by System Agency.
- I.** Conduct one (1) dispensing Full Scale Exercise (FSE) within the designated CRI/MSA planning areas within the 2017 to 2022 performance period. FSE must include a hospital or health care coalition component. All jurisdictions must conduct exercise in accordance with System Agency requirements; Contractor will submit FSE to System Agency according to System Agency requirements.
- J.** Have plans, processes, and training in place to meet National Incident Management System (NIMS) compliance requirements.

**ATTACHMENT A.1**  
**STATEMENT OF WORK**  
**(July 1, 2017 through June 30, 2018)**

- K.** If using volunteers as provided for in this Contract during FY18, which encompasses the Contract term of July 1, 2017, to June 30, 2018, then the Grantee must either:
1. Request access to the Texas Disaster Volunteer Registry (TDVR) from the State Emergency System for Advanced Registration of Volunteer Health Professionals (ESAR-VHP) System Administrator, and enter all volunteer data into the system using the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or
  2. Petition System Agency in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP-compliant, web-based volunteer management system that meets the following federal requirements:
    - a. Must offer Internet-based registration;
    - b. Volunteer information is collected and maintained in a manner consistent with all federal, state and local laws governing security and confidentiality;
    - c. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority;
    - d. Must be able to verify the credentials of the 20 mandated professions;
    - e. Must be able to assign to one of four emergency credential levels;
    - f. Must be able to identify volunteers willing to participate in a federally coordinated emergency response;
    - g. Must be able to re-verify professional credentials every 6 months;
    - h. Must have the ability to include the differing scope of work information for each of the 20 mandated professions;
    - i. Must be able to record all volunteer health professional affiliations;
    - j. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE); and
    - k. Additionally, the fully operational, ESAR-VHP-compliant, web-based volunteer management system must be able to register, collect, and verify the credentials and qualifications of the health professionals entered into the system.
- L.** 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, and any other reports that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.



**ATTACHMENT A.1**  
**STATEMENT OF WORK**  
**(July 1, 2017 through June 30, 2018)**

- M.** Complete an End-of-Year Performance Report in a format specified by System Agency no later than August 15, 2018.
- N.** 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 Centers for Disease Control and Prevention (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.
- O.** In the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are 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.
- P.** 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.
- Q.** Match funds awarded for this Contract 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, 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.

Grantee will provide matching funds for this Contract not less than 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 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 subcontractor's) records;

**ATTACHMENT A.1**  
**STATEMENT OF WORK**  
**(July 1, 2017 through June 30, 2018)**

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.
- R.** Not use funds for fundraising activities, lobbying, research, construction, major renovations and reimbursement of pre-award costs, clinical care, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, backfilling costs for staff or the purchase of incentive items.
- S.** Initiate the purchase of approved equipment no later than June 30, 2018, as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2018. In addition, all equipment and supplies must be received by Grantee not later than forty-five (45) calendar days following the end of the Contract term.
- T.** Comply with the following documents and resources, as amended, which are incorporated by reference and made a part of this Contract:
1. Planning Guidance Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:  
[http://www.cdc.gov/phpr/capabilities/DSLRL\\_capabilities\\_July.pdf](http://www.cdc.gov/phpr/capabilities/DSLRL_capabilities_July.pdf);
  2. Homeland Security Exercise and Evaluation Program (HSEEP) Documents:  
<https://www.llis.dhs.gov/HSEEP>;
  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: System Agency SNS SharePoint site, Shared Documents/SNS Program Resources & Guidance/2017-2018\_SNS Program Requirements;
  5. Medical Countermeasure Operations Readiness Strategy 2014-2017:  
<https://www.dshs.texas.gov/commprep/sns/MCM-Operational-Readiness-Strategy-FINAL/>;
  6. System Agency and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120104CONT15;
  7. Presidential Policy Directive 8/PPD-8, March 30, 2011:  
<http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf>;

**ATTACHMENT A.1**  
**STATEMENT OF WORK**  
**(July 1, 2017 through June 30, 2018)**

8. Community Preparedness Section Exercise Team Web Site:  
<http://www.dshs.texas.gov/commprep/exercises.aspx>; and
9. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):  
<http://www.texasprepares.org/survivingdisaster.htm>.

- U. Comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:
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 Attachment A 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 reimbursement using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.texas.gov/grants/forms.shtm>. Voucher and supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below. Additionally, the Grantee will submit the Financial Status Report (FSR-269A) and the Match Certification Form (B-13A). Vouchers, supporting documentation, Financial Status Reports, and Match Certification Forms should be mailed, faxed or emailed to the addresses below:

Department of State Health Services  
Claims Processing Unit, MC 1940  
P.O. Box 149347  
Austin, TX 78714-9347  
FAX: (512) 458-7442  
EMAIL: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov), [Php.vouchersupport@dshs.texas.gov](mailto:Php.vouchersupport@dshs.texas.gov) &  
[CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov)

**ATTACHMENT A.1**  
**STATEMENT OF WORK**  
**(July 1, 2017 through June 30, 2018)**

B-13, B-13A, and supporting documentation should be sent to: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov),  
[Php.vouchersupport@dshs.texas.gov](mailto:Php.vouchersupport@dshs.texas.gov) & [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov)

FSRs should be sent to: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov), [Php.vouchersupport@dshs.texas.gov](mailto:Php.vouchersupport@dshs.texas.gov),  
[FSRGrants@dshs.texas.gov](mailto:FSRGrants@dshs.texas.gov) & [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov)

- B.** Grantee will be reimbursed on a monthly basis and in accordance with the Budget in **Attachment B** 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 Program will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Contract amount as approved for this Contract, 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, DSHS will reduce the reimbursement request by one-third of the remaining balance of the advance.

**ATTACHMENT A.2**  
**STATEMENT OF WORK**  
**(July 1, 2018 through June 30, 2019)**

**I. GRANTEE RESPONSIBILITIES**

Grantee will:

- A. Perform activities in Johnson County (hereinafter the "Jurisdiction") in support of the Public Health Emergency Preparedness Cooperative Agreement from the Centers for Disease Control and Prevention (CDC) and further the Strategic National Stockpile (SNS) program to comply with the Public Health Emergency Preparedness (PHEP) Cooperative Agreement's capabilities-based approach. The Cities Readiness Initiative (CRI) requirements support the Medical Countermeasure Dispensing and Medical Materiel Management and Distribution capabilities. The CRI supports medical countermeasure distribution and dispensing for all-hazards events.
- B. 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.
- C. Cooperate with System Agency 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 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. Utilize the Texas Medical Countermeasure (MCM) Strategy Document, as amended, to develop and execute plans, thus preparing the Metropolitan Statistical Area (MSA) to provide medical countermeasures to the identified population during a large-scale public health emergency. The Texas MCM Strategy Document is available at: <https://www.dshs.texas.gov/commmprep/sns.aspx> or by contacting the Strategic National Stockpile (SNS) Central Office Team at [SNS@dshs.texas.gov](mailto:SNS@dshs.texas.gov). To accomplish this, Grantee will meet the planning and operational standards as outlined in Sections I(B)-(X) of this Contract, and the current Operational Readiness Review (ORR) Tool, as amended, that applies to the following Public Health Emergency Preparedness Capabilities:
  - 1. Primary Capabilities:
    - a. Capability 8: Medical Countermeasure Dispensing; and
    - b. Capability 9: Medical Materiel Management and Distribution.
  - 2. Support Capabilities:
    - a. Capability 1: Community Preparedness;
    - b. Capability 3: Emergency Operations Coordination;

**ATTACHMENT A.2**  
**STATEMENT OF WORK**  
**(July 1, 2018 through June 30, 2019)**

- c. Capability 4: Emergency Public Information and Warning;
  - d. Capability 6: Information Sharing;
  - e. Capability 14: Responder Safety and Health; and
  - f. Capability 15: Volunteer Management.
- E.** Conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program (HSEEP) guidance.
- F.** Complete and submit the Operational Readiness Review (ORR) forms in DCIPHER and provide supporting documentation to System Agency SNS SharePoint twenty (20) business days prior to review. The review takes place every other year. Documentation will still be required annually.
- 1. Provide updated distribution data document (official name to be determined) for submission to System Agency SNS SharePoint by April 1, 2019;
  - 2. Perform and submit metrics (data collection sheets) on each of the three (3) SNS operation drills (at pre-identified Point of Dispensing {POD} locations and existing call-down rosters) to DSHS SharePoint and submit After Action Reviews/Improvements sixty (60) days after completion of the drill or by April 1, 2018, to the [preparednessexercise@dshs.texas.gov](mailto:preparednessexercise@dshs.texas.gov) inbox. Acceptable drills include:
    - a. Staff Call Down;
    - b. Facility Set-up; and
    - c. POD Activation.
  - 3. Participate in and attend the regional MCM seminar, when held every other year.
- G.** Complete and submit MCM Action Plans to Public Health Regional Coordinator and the DSHS SNS Email ([SNS@DSHS.texas.gov](mailto:SNS@DSHS.texas.gov)) twice a year, on December 20<sup>th</sup> and June 20<sup>th</sup>.
- H.** Submit a current multi-year training & exercise plan that covers FY18 through FY23 to System Agency within an established timeframe designated by System Agency.
- I.** Conduct one (1) dispensing Full Scale Exercise (FSE) within the designated CRI/MSA planning areas within the 2017 to 2022 performance period. FSE must include a hospital or health care coalition component. All jurisdictions must conduct exercise in accordance with System Agency requirements; Contractor will submit FSE to System Agency according to System Agency requirements.
- J.** Have plans, processes, and training in place to meet National Incident Management System (NIMS) compliance requirements.

**ATTACHMENT A.2**  
**STATEMENT OF WORK**  
**(July 1, 2018 through June 30, 2019)**

- K.** If using volunteers as provided for in this Contract during FY19, which encompasses the Contract term of July 1, 2018, to June 30, 2019, then the Grantee must either:
1. Request access to the Texas Disaster Volunteer Registry (TDVR) from the State Emergency System for Advanced Registration of Volunteer Health Professionals (ESAR-VHP) System Administrator, and enter all volunteer data into the system using the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or
  2. Petition System Agency in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP-compliant, web-based volunteer management system that meets the following federal requirements:
    - a) Must offer Internet-based registration;
    - b) Volunteer information is collected and maintained in a manner consistent with all federal, state and local laws governing security and confidentiality;
    - c) Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority;
    - d) Must be able to verify the credentials of the 20 mandated professions;
    - e) Must be able to assign to one of four emergency credential levels;
    - f) Must be able to identify volunteers willing to participate in a federally coordinated emergency response;
    - g) Must be able to re-verify professional credentials every 6 months;
    - h) Must have the ability to include the differing scope of work information for each of the 20 mandated professions;
    - i) Must be able to record all volunteer health professional affiliations;
    - j) Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE); and
    - k) Additionally, the fully operational ESAR-VHP-compliant, web-based volunteer management system must be able to register, collect, and verify the credentials and qualifications of the health professionals entered into the system.
- L.** 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, and any other reports that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
- M.** Complete an End-of-Year Performance Report in a format specified by System Agency no

**ATTACHMENT A.2**  
**STATEMENT OF WORK**  
**(July 1, 2018 through June 30, 2019)**

later than August 15, 2019.

- N. 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 Centers for Disease Control and Prevention (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.
- O. In the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are 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.
- P. 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.
- Q. Match funds awarded for this Contract 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, 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.

Grantee will provide matching funds for this Contract not less than 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 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 subcontractor's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to



**ATTACHMENT A.2**  
**STATEMENT OF WORK**  
**(July 1, 2018 through June 30, 2019)**

- 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.
- R.** Not use funds for fundraising activities, lobbying, research, construction, major renovations and reimbursement of pre-award costs, clinical care, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, backfilling costs for staff or the purchase of incentive items.
- S.** Initiate the purchase of all equipment approved in writing by the System Agency in the first quarter of the FY19 Contract term (July 1, 2018 – June 30, 2019), 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.
- T.** Maintain an inventory of equipment, supplies defined as Controlled Assets, and real property and 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.
- U.** 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.
- V.** 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

**ATTACHMENT A.2**  
**STATEMENT OF WORK**  
**(July 1, 2018 through June 30, 2019)**

Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

- W.** Comply with the following documents and resources, as amended, which are incorporated by reference and made a part of this Contract:
1. Planning Guidance Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:  
[http://www.cdc.gov/phpr/capabilities/DSLRL\\_capabilities\\_July.pdf](http://www.cdc.gov/phpr/capabilities/DSLRL_capabilities_July.pdf);
  2. Homeland Security Exercise and Evaluation Program (HSEEP) Documents:  
<https://www.llis.dhs.gov/HSEEP>;
  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: System Agency SNS SharePoint site, Shared Documents/SNS Program Resources & Guidance/2017-2018\_SNS Program Requirements;
  5. Medical Countermeasure Operations Readiness Strategy 2014-2017:  
<https://www.dshs.texas.gov/commprep/sns/MCM-Operational-Readiness-Strategy-FINAL/>;
  6. System Agency and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120104CONT15;
  7. Presidential Policy Directive 8/PPD-8, March 30, 2011:  
<http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf>;
  8. Community Preparedness Section Exercise Team Web Site:  
<http://www.dshs.texas.gov/commprep/exercises.aspx>; and
  9. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):  
<http://www.texasprepares.org/survivingdisaster.htm>.
- X.** Comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:
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 Attachment A 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

**ATTACHMENT A.2**  
**STATEMENT OF WORK**  
**(July 1, 2018 through June 30, 2019)**

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 reimbursement using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.texas.gov/grants/forms.shtm>. Voucher and supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below. Additionally, the Grantee will submit the Financial Status Report (FSR-269A) and the Match Certification Form (B-13A). Vouchers, supporting documentation, Financial Status Reports, and Match Certification Forms should be mailed, faxed, or emailed to the addresses below:

Department of State Health Services  
Claims Processing Unit, MC 1940  
P.O. Box 149347

Austin, TX 78714-9347

FAX: (512) 458-7442

EMAIL: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov), [Php.vouchersupport@dshs.texas.gov](mailto:Php.vouchersupport@dshs.texas.gov) &  
[CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov)

B-13, B-13A, and supporting documentation should be sent to: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov),  
[Php.vouchersupport@dshs.texas.gov](mailto:Php.vouchersupport@dshs.texas.gov) & [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov)

FSRs should be sent to: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov), [Php.vouchersupport@dshs.texas.gov](mailto:Php.vouchersupport@dshs.texas.gov),  
[FSRGrants@dshs.texas.gov](mailto:FSRGrants@dshs.texas.gov) & [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov)

- B. Grantee will be reimbursed on a monthly basis and in accordance with the Budget in **Attachment B** 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 Program will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Contract amount as approved for this Contract, 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

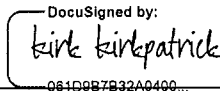
**ATTACHMENT A.2**  
**STATEMENT OF WORK**  
**(July 1, 2018 through June 30, 2019)**

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.

## 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.**

<b>Legal Name of Contractor:</b> Johnson County, Texas	<b>FFATA Contact # 1 Name, Email and Phone Number:</b> Norman Buck Norman@johnsoncountytexas.org 817-556-6952
<b>Primary Address of Contractor:</b> 2 N. Main St. Cleburne, Texas 76033	<b>FFATA Contact #2 Name, Email and Phone Number:</b>
<b>ZIP Code: 9-digits Required <a href="http://www.usps.com">www.usps.com</a></b> 76083-5500	<b>DUNS Number: 9-digits Required <a href="http://www.sam.gov">www.sam.gov</a></b> 046286787
<b>State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits</b> 17560010302028	

<b>Printed Name of Authorized Representative</b> Kirk Kirkpatrick	<b>Signature of Authorized Representative</b> 
<b>Title of Authorized Representative</b> County Auditor	<b>Date</b> May 30, 2018

## 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.

**Provide compensation information here:**

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### Certificate Of Completion

Envelope Id: 098E2CCE7E9F463B8FC64A4E6FB1B858

Status: Completed

Subject: Amending \$104,284.00; 537-18-0207-00001 Johnston County A-1; DSHS/CPS/CRI

Source Envelope:

Document Pages: 28

Signatures: 3

Envelope Originator:

Certificate Pages: 2

Initials: 0

Texas Health and Human Services Commission

AutoNav: Enabled

1100 W. 49th St.

Envelope Stamping: Enabled

Austin, TX 78756

Time Zone: (UTC-06:00) Central Time (US & Canada)

PCS\_DocuSign@hhsc.state.tx.us

IP Address: 167.137.1.17

### Record Tracking

Status: Original

Holder: Texas Health and Human Services

Location: DocuSign

April 21, 2018

Commission

PCS\_DocuSign@hhsc.state.tx.us

### Signer Events

### Signature

### Timestamp

Patty Melchior

**Completed**

Sent: April 21, 2018

Patty.Melchior@dshs.texas.gov

Viewed: April 21, 2018

Resource Director

Signed: April 21, 2018

Texas Health and Human Services Commission

Using IP Address: 107.77.220.235

Security Level: Email, Account Authentication (None)

Signed using mobile

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

David Gruber

**Completed**

Sent: April 21, 2018

david.gruber@dshs.texas.gov

Viewed: April 23, 2018

Associate Commissioner for RLHS

Signed: April 23, 2018

Texas Health and Human Services Commission

Using IP Address: 67.142.235.252

Security Level: Email, Account Authentication (None)

Signed using mobile

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Judge Roger Harmon

DocuSigned by:  
*Judge Roger Harmon*  
90FEE358A85E415...

Sent: May 1, 2018

countyjudge@johnsoncountytexas.org

Resent: May 30, 2018

County Judge

Viewed: May 1, 2018

Security Level: Email, Account Authentication (None)

Using IP Address: 66.143.87.210

Signed: May 30, 2018

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Kirk Kirkpatrick

DocuSigned by:  
*kirk kirkpatrick*  
081D9B7B32A0400...

Sent: April 23, 2018

kirkkirkpatrick@johnsoncountytexas.org

Resent: May 1, 2018

County Auditor

Resent: May 30, 2018

Security Level: Email, Account Authentication (None)

Using IP Address: 66.143.87.210

Viewed: May 7, 2018

Signed: May 30, 2018

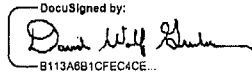
**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Signer Events**

David Gruber  
david.gruber@dshs.texas.gov  
Associate Commissioner for RLHS  
Texas Health and Human Services Commission  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Signature**

DocuSigned by:  
  
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Using IP Address: 160.42.85.8

**Timestamp**

Sent: May 30, 2018  
Viewed: May 31, 2018  
Signed: May 31, 2018

**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****Status****Timestamp**

Carol Marshall  
Carol.Marshall2@hhsc.state.tx.us  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
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Sent: April 21, 2018

Lauren Miller  
Lauren.miller@dshs.state.tx.us  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
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CMU Mailbox  
cmucontracts@dshs.texas.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
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Sent: April 21, 2018  
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Roger Harmon  
countyjudge@johnsoncountytexas.org  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
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Viewed: April 23, 2018

**Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent Hashed/Encrypted  
Certified Delivered Security Checked  
Signing Complete Security Checked  
Completed Security Checked

May 30, 2018  
May 31, 2018  
May 31, 2018  
May 31, 2018

**Payment Events****Status****Timestamps**