

DEPARTMENT OF STATE HEALTH SERVICES

CONTRACT NO. 537-18-0146-00001

AMENDMENT NO. 4

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency") and **WISE COUNTY** ("Grantee"), collectively the "**Parties**" to that certain Cities Readiness Initiative contract effective July 1, 2017 and denominated as DSHS Contract No. 537-18-0146-00001 (the "**Contract**"), as amended, now want to further amend the Contract.

WHEREAS, System Agency has elected to extend the term of the Contract. to revise the Budget and to amend the Fiscal Year ("FY") 2021 Statement of Work.

The Parties therefore agree as follows:

1. Article III of the Signature Document, **DURATION**, is hereby amended to reflect a revised termination date of **June 30, 2021**.
2. Article IV of the Signature Document, **BUDGET**, is hereby amended to add **\$37,733.00** in federal funding to the Contract and with the Grantee providing a total of **\$3,774.00** in match funds for FY 2021. The total not-to-exceed amount of the Contract is therefore increased to **\$162,845.00** of which **\$148,040.00** represents federal funding and **\$14,805.00** represents match. All expenditures under the Contract will be in accordance with the revised budget stated in Article 4 of this Amendment. 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 of the Signature Document, **NOTICE TO PROCEED**, is hereby 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 FY2021 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 hereby amended by deleting the budget table in its entirety and replacing it 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)	Total Budget Summary
Personnel	\$27,303.00	\$27,303.00	\$28,176.00	\$28,315.00	\$111,097.00
Fringe Benefits	\$9,078.00	\$9,078.00	\$9,369.00	\$9,418.00	\$36,943.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sum of DSHS Direct Costs	\$36,381.00	\$36,381.00	\$37,545.00	\$37,733.00	\$148,040.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sum of DSHS Direct Costs and Indirect Costs	\$36,381.00	\$36,381.00	\$37,545.00	\$37,733.00	\$148,040.00
Plus, Required Match (Cash or In-Kind)	\$3,638.00	\$3,638.00	\$3,755.00	\$3,774.00	\$14,805.00
Total Contract Amount	\$40,019.00	\$40,019.00	\$41,300.00	\$41,507.00	\$162,845.00

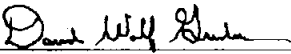
The Parties agree that Grantee shall provide total matching funds in the amount of **\$14,805.00**.

5. **ATTACHMENT A.4, FY2020 STATEMENT OF WORK**, is hereby amended and replaced in its entirety with **ATTACHMENT A.5, FY2021 STATEMENT OF WORK**.
6. This Amendment shall be effective on July 1, 2020.
7. Except as amended by this Amendment, all terms and conditions of the Contract, as amended, shall remain in effect.
8. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 4
SYSTEM AGENCY CONTRACT NO. 537-18-0146-00001**

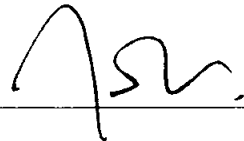
DEPARTMENT OF STATE HEALTH SERVICES WISE COUNTY

DocuSigned by:

B113A6B1CFEC4CE

Name: David Gruber

Associate Commissioner for RLHO

Date of Signature: March 31, 2020

By: 

Name: J.D. Clark

Title: County Judge

Date of Signature: 3/20/2020

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

ATTACHMENT A.5 - FY2021 STATEMENT OF WORK

ATTACHMENT C - FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

ATTACHMENT A.5
FY2021 STATEMENT OF WORK
(July 1, 2020 through June 30, 2021)

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: Wise 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 health assistance for the grieving. The role also may include supporting activities for the

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- 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 food, water, and other environmental samples. This capability supports passive and active

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(July 1, 2020 through June 30, 2021)

- 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.** Complete and submit the Operational Readiness Review ("ORR") Forms in CDC's Data Collation and Integration for Public Health Event Response ("DCIPHER") site and provide supporting documentation to the System Agency via the DSHS Center for Health Emergency Preparedness and Response ("CHEPR") External SharePoint site by April 1, 2021. Documentation is required within an established timeframe designated by the Contractual Requirements Schedule.
- H.** Provide updated Transportation Spreadsheet for submission to DSHS CHEPR External SharePoint site by April 1, 2021.
- 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, 2017, and June 30, 2022. 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 DCIPHER and DSHS CHEPR External SharePoint site according to System Agency requirements.
- K.** Designate a member of the PHEP program to attend, in person, 50% of Regional CRI meetings during the Contract term. If the designee is unable to attend any of the meetings in person, the Grantee must notify System Agency in writing of the reason for noncompliance.
- L.** If using volunteers as provided for in this Contract during FY2021, which encompasses the

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FY2021 STATEMENT OF WORK
(July 1, 2020 through June 30, 2021)

Contract term of July 1, 2020, to June 30, 2021, 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 to participate in required administrator training sessions, and provide access to volunteers for registration; 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 twenty (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 six (6) months;
 - h. Must have the ability to include the differing scope of work information for each of the twenty (20) mandated professions;
 - i. Must be able to record all volunteer health professional affiliations; and
 - 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").
 - 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.

- M.** 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.
- 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 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.

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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 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.
- 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 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 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

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- 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, 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.
- S.** Initiate the purchase of all equipment approved in writing by the System Agency in the first quarter of the FY2021 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.
- T.** 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, 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 Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.
- W.** 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.

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treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

X. 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) Documents:
<https://www.hhs.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 (available by contacting the SNS Central Office Team at SNS@dshs.texas.gov):
 - a. Public Law 109-417, Pandemic and All-Hazards Preparedness and Advancing Innovation Act ("PAHPAI");
 - b. Texas Health and Safety Code Chapter 81; and
 - c. Section 319C-1 of the Public Health Service ("PHS") Act (47 USC § 247d-3a), as amended.

Y. 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.5 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.

ATTACHMENT A.5
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- 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.

FSRs should be sent to: FSRGrants@dshs.texas.gov & 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 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

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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.