

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001139-00**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Corpus Christi Public Health District (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is \$201,123.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: CPS/LRN-PHEP CPS-LABORATORY RESPONSE NETWORK-PHEP

7. Statement of Work:

STATEMENT OF WORK:

A. Contractor will perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102CONT14) and the Office of the Assistant Secretary for Preparedness and Response (OASPR) from the Centers for Disease Control and Prevention (CDC). CDC's five-year Public Health Emergency Preparedness (PHEP) – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs and advance public health and healthcare preparedness and insure jurisdictions are capable of providing a standard battery of tests for high priority biological threats and emerging infectious diseases.

B. Contractor will comply with new biological laboratory requirements in accordance with the revised CDC policy for LRN-B Reference Level Laboratories.

C. Contractor will not exceed the total amount of this Contract without DSHS prior approval, which will be evidenced by the Parties executing a written amendment.

D. Contractor will comply with all applicable federal and state laws, rules, and regulations 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.

E. Texas Government Code § 421.062 provides that since this Contract is for a homeland security service that neither party is responsible for any civil liability that may arise from this Contract.

F. The following documents and resources are incorporated by reference and made a part of this Contract:

1. DSHS and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120102CONT14;

2. Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:

http://www.cdc.gov/phpr/capabilities/DSLRL_capabilities_July.pdf;

3. Presidential Policy Directive 8/PPD-8, March 30, 2011:

<http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf>;

4. Homeland Security Exercise and Evaluation Plan (HSEEP) Documents:

https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;

5. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):

<http://www.texasprepares.org/survivingdisaster.htm>;

6. Preparedness Program Guidance(s) as provided by DSHS and CDC.

7. FY2015 Office of the Assistant Secretary for Preparedness and Response (OASPR) Hospital Preparedness Program – CFDA Number 93.074

<http://www.phe.gov/preparedness/planning/hpp/pages/default.aspx>.

G. Funds awarded for this Contract must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor 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 45 CFR 92.24.

H. Contractor will notify DSHS in advance of Contractor's plans to participate in or conduct local exercises, in a format specified by DSHS. Contractor will participate in statewide exercises planned by DSHS as needed to assess the capacity of Contractor to respond to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies. Contractor will prepare after-action reports, documenting and correcting any identified gaps or weaknesses in preparedness plans identified during exercise, in a form specified by DSHS.

I. Contractor will cooperate with DSHS to coordinate all planning, training and exercises performed under this Contract with the Governor's Division of Emergency Management of the State of Texas, or other points of contact at the discretion of the division, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

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

K. In the event of a public health emergency involving a portion of the state, Contractor will mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

L. Contractor will inform DSHS in writing if Contractor will not continue performance under this Contract within thirty days of receipt of an amended standard(s) or guideline(s). After receipt of this notice, DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

M. Contractor will 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.

N. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.

O. The Contractor will:

1. Maintain a confirmatory bioterrorism testing laboratory with a staff trained and proficient in CDCs LRN biothreat protocols;
2. Provide test samples from identified service area for biothreat agents and toxins. Once biological agent is identified, Contractor will be prepared to test for other infectious agents and for other public health threats and emergencies;
3. Test food samples for select biological agents using conventional and advanced bacteriological

techniques and CDC-LRN protocols;

4. Maintain extensive collaboration with local law enforcement, hazardous material and other emergency responders. In addition, Contractor will prepare Standard Operating Procedures and Standard Operating Guidelines (SOPs/SOGs) covering interaction with these agencies in the event of an emergency or incident;
5. Provide copies of all new or revised SOPs/SOGs related to preparedness to DSHS with quarterly report;
6. Utilize DSHS's provided Public Health Laboratory Information Management System (PHLIMS), or a LIMS that has been configured to be compatible with the CDC Results Messenger (RM) reporting system, or CDC RM for reporting biothreat testing and results. This reporting will include sample and laboratory data as well as the final report;
7. Prepare current information during an incident;
8. Provide LRN surge capability plan;
9. Maintain extensive collaboration with all hospitals located in the identified service area to plan for response activities for biothreats;
10. Present laboratory-oriented training to hospitals and reference laboratories in the identified service area on the LRN sentinel protocols to include packaging and shipping of both biological and chemical samples according to published CDC protocols;
11. Maintain a system for safe specimen transport from local laboratories;
12. Explore the capabilities and needs of sentinel laboratories;
13. Describe their plans to meet updated LRN-B program requirements for Standard reference level laboratories as outlined in the Funding Opportunity Announcement FOA, Appendix 10.
14. Programmatic reports as directed by DSHS in a format specified by DSHS. Contractor will provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance;
15. An end-of-year performance report in a format specified by DSHS no later than August 14, 2015; and
16. Reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c); and
17. If Contractor is legally prohibited from providing a report under this Contract, Contractor will immediately notify DSHS in writing.

P. Contractor's laboratory microbiologist will be responsible for:

1. Training other Contractor laboratory staff in setting up and performing all diagnostic and reference testing for select biological agents;
2. Monitoring and evaluating biothreat incidents, outbreaks of infectious disease and other public health threats and emergencies;
3. Communicating with all other laboratories within the service area as defined by DSHS; and
4. Interacting with DSHS and CDC.

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

R. For the purposes of this Contract, the Contractor may 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.

PERFORMANCE MEASURES:

A. Contractor will meet and report performance measures based on milestones that are developed in coordination with DSHS for the Contractor's project as provided in the Section I. The Contractor must also demonstrate adherence to PHEP reporting deadline and the capability to receive, stage, store, distribute and dispense materiel during a public health emergency.

B. Failure to meet the deliverables in Section I may result in withholding a portion of the fiscal year 2015 PHEP base award.

C. DSHS will send a schedule for the reporting these Performance Measures within 30 days of the contract start date, which is subject to change as DSHS and CDC modify performance measures and due dates.

D. Contractor will provide services in the following counties:

BILLING INSTRUCTIONS:

Contractor 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. Additionally, the Contractor will submit the Financial Status Report (FSR-269A) and the Match Reimbursement Certification (B-13A) on a quarterly basis. Vouchers, supporting documentation, Financial Status Report, and B-13A should be mailed or emailed to the addresses below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

Email: invoices@dshs.state.tx.us

8. Service Area

Calhoun County, Goliad County, Jackson County, Victoria County, Aransas County, Bee County, Jim Wells County, Kleberg County, Live Oak County, Nueces County, Refugio County, San Patricio County

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10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00030

DCPS GOLIVE LRN PHEP

11. Renewals:

Number of Renewals Remaining: 2 Date Renewals Expire: 08/31/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069

14. DUNS Number:

069457786

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16. Special Provisions

SPECIAL PROVISIONS:

A. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 14, 2015, for costs incurred between the services dates of September 1, 2014 to June 30, 2015. No expenditures with service dates from September 1, 2014 to June 30, 2015 will be paid after August 14, 2015 from the Budget Period 3 (BP3) allocation. This Subsection supersedes Section 4.03 of the Fiscal Year 2015 Department of State of Health Services General Provisions (Core/Sub Recipient).

B. General Provisions, Funding Article IV, Use of Funds Section 4.03, is amended to include the following:
Contractor is allocated \$167,603 from September 1, 2014-June 30, 2015.
Contractor is allocated \$33,520 from July 1, 2015-August 31, 2015.

Expenditures may not exceed the above allocated amounts within the specified timeframes.

C. General Provisions, Terms and Conditions of Payment Article VI, is revised to include:
DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

D. General Provisions, Allowable Costs and Audit Requirements Article VII, is amended to include the following:

For the purposes of this Contract, funds may not be used for: fundraising activities, lobbying, research; construction, major renovations, reimbursement of pre-award costs; clinical care; the purchase of vehicles, funding an award to another party or provider who is ineligible, or backfilling costs for staff new construction, or the purchase of incentive items.

E. General Provisions, Access and Inspection Article XI, Access Section 11.01 is hereby revised to include the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Statement of Work and Exhibit A, upon request by the DSHS Program staff.

F. General Provisions, General Business Operations of Contractor Article XIV, Equipment Purchases (Including Controlled Assets), Section 14.20, is revised as follows:

Contractor is required to initiate the purchase of approved equipment no later than June 30, 2015 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2015. In addition, all equipment must be received no later than 60 calendar days following the end of the Contract term.

G. General Provisions, General Terms Article XV, Amendment Section 15.15, is amended to include the following:

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

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

- a. Contract (this document) 2015-001139-00
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budgets
- d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding
Accountability and Transparency Act (FFATA) Certification
- e. Exhibits

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

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

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

Name: City of Corpus Christi
Vendor Identification Number: 17460005741

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

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services

Corpus Christi Public Health District

By:
Signature of Authorized Official

By:
Signature of Authorized Official

Date

Date

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

Name and Title
Address
City, State, Zip

Telephone Number

Telephone Number

E-mail Address

E-mail Address

Budget Summary

Organization Name: Corpus Christi Public Health District

Program ID: CPS/LRN-PHEP

Contract Number: 2015-001139-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$100,680.00	\$0.00	\$0.00	\$100,680.00
Fringe Benefits	\$36,547.00	\$0.00	\$0.00	\$36,547.00
Travel	\$9,696.00	\$0.00	\$0.00	\$9,696.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$20,432.00	\$0.00	\$0.00	\$20,432.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$33,768.00	\$0.00	\$0.00	\$33,768.00
Total Direct Costs	\$201,123.00	\$0.00	\$0.00	\$201,123.00
Indirect Costs	\$0.00	\$20,112.00	\$0.00	\$20,112.00
Totals	\$201,123.00	\$20,112.00	\$0.00	\$221,235.00