From: Koke, Angela (HHSC) [Angela.Koke@hhsc.state.tx.us]
To: Feeney, Patrick (HHSC) [Patrick.Feeney@hhsc.state.tx.us]
Subject: PAT FEENEY - TEMPLATE APPROVAL REQUEST: FY20 CPS/LRN-PHEP Renewal Boilerplate
Sent: Tue 3/12/2019 8:23 AM GMT-07:00
Importance: Normal

Pat,

Here is a boilerplate template review approval request for you - straight up renewal, additional funding, minor changes to SOW.

Attached are Am No 2 (for approval), its attachments, base contract and Am No 1.

This has a 7/1 start - so somewhat on the urgent side.

This template will produce 2 other contracts.

Thanks,

Angela

Best,

Angela

Angela D. Koke, CPA, JD

Health and Human Services Commission

Office of Chief Counsel | Enterprise Legal Contracting

Office | 512.462.6375

Cell | 512.954.7630

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DEPARTMENT OF STATE HEALTH SERVICES

CONTRACT NO. 537-18-0147-00001

AMENDMENT NO. 02 RENEWAL

THE DEPARTMENT OF STATE HEALTH SERVICES ("System Agency") and CORPUS CHRISTI-NUECES COUNTY PUBLIC HEALTH DISTRICT (CITY) ("Grantee"), who are collectively referred to herein as the "Parties" or singularly as the "Party," to that certain grant contract to provide funding for Level 3 chemical laboratory surge capacity activities, effective July 1, 2017, and denominated System Agency Contract No. 537-18-0147-00001 ("Contract"), as amended, now desire to further amend the Contract (Amendment No. 02).

WHEREAS, System Agency has elected to extend the term of the Contract;

WHEREAS, the Parties desire to revise the Budget to add funds for the Contract period beginning July 1, 2019, through June 30, 2020 ("Fiscal Year 2020" or "FY2020"); and

WHEREAS, the Parties desire to add the FY2020 Statement of Work.

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

- 1. **SECTION III** of the Signature Document, **DURATION**, is hereby amended to reflect a revised termination date of June 30, 2020.
- 2. SECTION IV of the Signature Document, BUDGET, is hereby amended to add Two HUNDRED ONE THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS (\$201,123.00) in federal funding with the Grantee providing a total of TWENTY THOUSAND ONE HUNDRED TWELVE DOLLARS (\$20,112.00) in match funds for the Fiscal Year of 2020. The total Contract amount is not to exceed SIX HUNDRED THREE THOUSAND THREE HUNDRED SIXTY-NINE DOLLARS (\$603,369.00) in federal funding and SIXTY THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS (\$60,336.00) in match funds for a combined total of SIX HUNDRED SIXTY-THREE THOUSAND SEVEN HUNDRED FIVE DOLLARS (\$663,705.00). 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.
- 3. **SECTION 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 FY2020 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)	Total Budget Summary
Personnel	\$96,660.00	\$99,077.00	\$101,568.00	\$297,305.00
Fringe Benefits	\$39,940.00	\$42,425.00	\$43,491.00	\$125,856.00
Travel	\$14,096.00	\$10,427.00	\$10,004.00	\$34,527.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$19,567.00	\$15,514.00	\$11,976.00	\$47,057.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$50,972.00	\$53,792.00	\$54,196.00	\$158,960.00
Sum of Direct Costs	\$221,235.00	\$221,235.00	\$221,235.00	\$663,705.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Sum of Direct Costs and Indirect Costs	\$221,235.00	\$221,235.00	\$221,235.00	\$663,705.00
Required Match (Cash or In- Kind)	\$20,112.00	\$20,112.00	\$20,112.00	\$60,336.00
TOTAL	\$221,235.00	\$221,235.00	\$221,235.00	\$663,705.00

It is agreed that Grantee shall provide matching funds in the amount of \$60,336.00 for the Contract term.

- 5. Attachment A.1, FY2019 Statement of Work shall be deleted in its entirety and replaced with ATTACHMENT A.2, FY2020 STATEMENT OF WORK, attached hereto and incorporated into the Contract as if fully set forth therein.
- 6. This Amendment No. 02 shall be effective July 1, 2019.

- 7. Except as amended and modified by this Amendment No. 02, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
- 8. Any further revisions to the Contract shall be by written agreement of the Parties.
- 9. Undefined capitalized terms used herein shall be given the meanings ascribed to such terms in the Contract, as amended.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 02 SYSTEM AGENCY CONTRACT NO. 537-18-0147-00001

DEPARTMENT OF STATE HEALTH SERVICES	CORPUS CHRISTI-NUECES COUNTY PUBLIC HEALTH DISTRICT (CITY)
	Ву:
	Name: Annette Rodriguez
	Title: Health Director
Date of Execution:	Date of Execution:
THE FOLLOWING ATTACHMENTS ARE ATTACONTRACT:	ACHED AND INCORPORATED AS PART OF THE
ATTACHMENT A.2 - FY2020 STATEMI	ENT OF WORK
ATTACHMENT C - FFATA	

July 1, 2019 through June 30, 2020

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement and the Office of the Assistant Secretary for Preparedness and Response (OASPR) from the Centers for Disease Control and Prevention (CDC). Activities include but are not limited to: continuing Level 3 chemical laboratory surge capacity activities; complying with new Laboratory Response Network (LRN) requirements for biological laboratories; coordinating with cross-cutting public health preparedness partners; and analyzing real-time clinical specimens. 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 ensure jurisdictions are capable of providing a standard battery of tests for high-priority biological threats and emerging infectious diseases.
- B. Perform activities in the following counties (hereinafter referred to as the "service area"): San Patricio, Nueces, Aransas, Jim Wells, Kleberg, Victoria, Bee, Calhoun, Goliad, Jackson, Live Oak, and Refugio.
- C. Comply with new biological laboratory requirements in accordance with the revised CDC policy for LRN-B Reference Level Laboratories. Laboratories must attain and maintain LRN-B Member Standard Level as detailed in the LRN Checklist of Laboratory Requirements. Minimum standards are required for testing capabilities, administrative activities, emerging infectious disease preparedness, and instrumentation and equipment.
- D. Provide matching funds for each fiscal year of this Contract of not less than ten percent (10%) of the allocation amount for each fiscal year. 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

July 1, 2019 through June 30, 2020

program (match can count only once per fiscal year);

- 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.

Grantee must 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.

- E. Notify System Agency in advance of Grantee's plans to participate in or conduct local exercises, in a format specified by System Agency. Grantee will participate in statewide exercises planned by System Agency as needed to assess the capacity of Grantee to respond to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies. Grantee will prepare after-action reports, documenting and correcting any identified gaps or weaknesses in preparedness plans identified during exercise, in a form specified by System Agency.
- F. Cooperate with System Agency 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 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.
- G. 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 performing critical duties in the jurisdiction served, to the affected area

July 1, 2019 through June 30, 2020

of the state upon receipt of a written request from System Agency.

- H. 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.
- I. Maintain a confirmatory bioterrorism testing laboratory with a staff trained and proficient in CDC's LRN biothreat protocols.
- J. Train other Grantee laboratory staff in setting up and performing all diagnostic and reference testing for select biological agents.
- K. Provide test samples from identified service area for biothreat agents and toxins. Once biological agent is identified, Grantee will be prepared to test for other infectious agents and for other public health threats and emergencies.
- L. Test food samples for select biological agents using conventional and advanced bacteriological techniques and CDC-LRN protocols.
- M. Monitor and evaluate biothreat incidents, outbreaks of infectious disease and other public health threats and emergencies.
- N. Communicate with all other laboratories within the designated service area.
- O. Maintain extensive collaboration with local law enforcement, hazardous material and other emergency responders. In addition, Grantee will prepare Standard Operating Procedures and Standard Operating Guidelines (SOPs/SOGs) covering interaction with these agencies in the event of an emergency or incident.
- P. Maintain extensive collaboration with all hospitals located in the identified service area to plan for response activities for biological threats. LRN service regions can be found here: http://www.dshs.texas.gov/lab/eprLRN.shtm.
- Q. Review and approve all current preparedness SOPs/SOGs (copy of the titled, dated, and initialed/signed review sheet) for use by the respective laboratories with quarterly reports.
- R. Utilize System Agency'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

July 1, 2019 through June 30, 2020

results. This reporting will include sample and laboratory data as well as the final report.

- S. Prepare/provide current information during an incident about status on individual samples, sample load/overload, personnel, reagent, equipment, and facilities.
- T. Provide to System Agency an LRN surge capability plan within a timeline designated by System Agency that details how the LRN laboratory will manage a surge in sample capacity. The plan should include: work hours, instruments and equipment, personnel and staffing, and essential lab services that must be maintained during an outbreak or emergency event.
- U. 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.
- V. Maintain a system for safe specimen transport from local laboratories.
- W. Explore the capabilities and needs of sentinel laboratories.
- X. Inform System Agency of Grantee's plans, via email or telephone, to meet updated LRN-B program requirements for Standard Reference Level Laboratories as outlined in the Funding Opportunity Announcement (FOA).
- Y. Provide programmatic reports as directed by System Agency in a format specified by System Agency. 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.
- Z. Submit an End-of-Year Performance Report in a format specified by System Agency within an established timeframe designated by System Agency.
- AA. Report as requested by System Agency to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c), as amended. Grantee shall immediately notify System Agency in writing if Grantee is legally prohibited from providing any reports required under this Contract.
- BB. Initiate the purchase of all equipment approved in writing by the System Agency in the first quarter of the FY20 Contract term (July 1, 2019 June 30, 2020), as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds

July 1, 2019 through June 30, 2020

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.

- CC. 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.
- DD. 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.
- EE. 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.
- FF. 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.
- GG. 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 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.
- HH. 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

July 1, 2019 through June 30, 2020

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. Comply with the following documents and resources, as amended, which are incorporated by reference and made a part of this Contract:
 - 1. System Agency and CDC Public Health Emergency Preparedness Cooperative Agreement;
 - 2. Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011: http://www.cdc.gov/phpr/capabilities/DSLR 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://www.preptoolkit.org/web/hseep-resources;
 - 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 System Agency and CDC; and
 - 7. FY2018 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.

II. PERFORMANCE MEASURES

- A. System Agency will monitor the Grantee's compliance with the requirements in this Contract and failure to meet these requirements may result in withholding a portion of the current LRN base awards.
- B. Grantee must demonstrate adherence to reporting deadlines and the capability to receive, stage, store, distribute and dispense materiel during a public health emergency. The initial reporting requirement schedule for the requirements is subject to change as System Agency and CDC may modify requirements and due dates. System Agency will send a requirements schedule within thirty (30) days of the Fiscal Year 2020 start date.

III.INVOICE AND PAYMENT

A. Grantee will request monthly payment using the Excel version of the State of Texas Purchase Voucher (Form B-13) and Support Document including any acceptable additional supporting documentation for reimbursement of the required services/deliverables. Additionally, the Grantee will submit the Excel version of the Financial Status Report

July 1, 2019 through June 30, 2020

(FSR-269A). Vouchers, supporting documentation and Financial Status Reports should be mailed 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: <u>invoices@dshs.texas.gov</u> & <u>CMSInvoices@dshs.texas.gov</u>

B-13, B-13A, and supporting documentation should be sent to: invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov

FSRs should be sent to: <u>invoices@dshs.texas.gov</u>, <u>FSRGrants@dshs.texas.gov</u> & 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 shortfalls. 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 term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.
- D. Grantee may request a one-time working capital advance not to exceed 12% of the total amount of the Contract funded by System Agency. All advances must be expended by the end of the Contract term. Advances not expended by the end of the Contract term must be refunded to System Agency.

Grantee will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the Grantee must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, System Agency will reduce the reimbursement request by one-third of the remaining balance of the advance.

E. For the purposes of this Contract, the Grantee may not use funds for fundraising activities, lobbying, research, construction, major renovations and reimbursement of pre-award costs,

July 1, 2019 through June 30, 2020

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.

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

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

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:		
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:		
ZIP Code: 9-digits Required <u>www.usps.com</u>	DUNS Number: 9-digits Required <u>www.sam.gov</u>		
State of Texas Comptroller Vendor Identification N	umber (VIN) 14 Digits		
Printed Name of Authorized Representative Annette Rodriguez	Signature of Authorized Representative		
Title of Authorized Representative Health Director	Date		

Attachment C 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? \square Yes \square 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? \square Yes \square No
If your answer is "Yes" to both question "A" and "B", you must answer question "C". If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.
C. Certification Regarding Public Access to Compensation Information. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No
If your answer is "Yes" to this question, where can this information be accessed?
If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below. For example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000; Sally Tom:300000
Provide compensation information here:



Certificate Of Completion

Envelope Id: 232360653A3F46C391BB7B02071A44FD

Subject: Amending \$663,705.000; 537-18-0147-00001; City of Corpus Christi A 2; CPS/LRN-PHEP

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Signer Events

Annette Rodriguez annetter@cctexas.com

Health Director City of Corpus Christi

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

John Hellersted

john.hellerstedt@dshs.texas.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

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Security Level: Email, Account Authentication

Aparna Aavula

CMS

(None)

aparna.aavula@hhsc.state.tx.us

Security Level: Email, Account Authentication (None)

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