DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001134-00

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 Hidalgo County (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 $587,198.00.

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 09/01/2013 and ends on 08/31/2014. 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/HAZARDS Public Health Emergency Preparedness (PHEP)

7. Statement of Work:

Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102CONT13) 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.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall address the following CDC PHEP Capabilities by prioritizing the order of the fifteen (15) public health preparedness capabilities in which the Contractor intends to invest based upon:

A. A jurisdictional risk assessment using the Texas Public Health Jurisdictional Risk Assessment Tool (TxPHRAT);
B. The assessment of current capabilities and gaps (using the TxPHRAT);

Capability 1 – Community Preparedness:

Definition: Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.

Capability 2 – Community Recovery:

Definition: Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.

Capability 3 – Emergency Operations Center Coordination:

Definition: Emergency Operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

Capability 4 – Emergency Public Information and Warning:

Definition: Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

Capability 5 – Fatality Management:

Definition: Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

Capability 6 – Information Sharing:

Definition: Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

Capability 7 – Mass Care:

Definition: Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to me met as the incident evolves.

Capability 8 – Medical Countermeasure Dispensing:

Definition: Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

Capability 9 – Medical Material Management and Distribution:

Definition: Medical material management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical material (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical material, as necessary, after an incident.

Capability 10 – Medical Surge:

Definition: 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 healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

Capability 11 – Non-Pharmaceutical Interventions:

Definition: Non-pharmaceutical interventions are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.

Capability 12 – Public Health Laboratory Testing:

Definition: Public health laboratory testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event

incident and post-exposure activities.

Capability 13 – Public Health Surveillance and Epidemiological Investigations:

Definition: Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Capability 14 – Responder Safety and Health:

Definition: The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

Capability 15 – Volunteer Management:

Definition: Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

DSHS encourages partnership and collaboration within, between, and among public health and medical care partners in jurisdictions across the State of Texas in preparedness activities. Partnership opportunities may include, but are not limited to, plan development or updating, exercises, training, and responding to incidents, events, or emergencies.

Contractor shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
• Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
• Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006; and
• Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment. This is an inter-local agreement under Chapter 791 of the Government Code.

Through this Program Attachment DSHS and Contractor are furnishing a service related to homeland security and under the authority of Texas Government Code § 421.062, neither agency is responsible for any civil liability that may arise from furnishing any service under this Program Attachment.

The following documents and resources are incorporated by reference and made a part of this Program Attachment:

• Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-1202CONT13
• Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf.
• Presidential Policy Directive 8/PPD-8, March 30, 2011: http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf;
• Budget Period 2 Public Health Emergency Preparedness Work Plan for Local Health Departments,

attached as Exhibit A;
• Budget Period 2 Public Health Emergency Preparedness Work Plan for Local Health Departments, attached as Exhibit B;
• Contractor's FY14 Applicant Information and Budget Detail for FY14 base cooperative agreement;
• DSHS Exercise Program Templates & Guidance located at;
http://www.dshs.state.tx.us/commprep/exercises.aspx
• Homeland Security Exercise and Evaluation Plan (HSEEP) Documents:
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
• Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
http://www.texasprepares.org/survivingdisaster.htm; and
• Preparedness Program Guidance(s) as provided by DSHS and CDC
Pandemic and All-Hazards Preparedness Reauthorization Act of 2013
http://www.govtrack.us/congress/bills/113/hr307
• Contractors Financial Procedures Manual dated September 1, 2012 or latest version located at:
http://www.dshs.state.tx.us/contracts/cfpm.shtm.

The CDC PHEP Budget Period 2 funds awarded herewith 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.

The Contractor is required to provide matching funds for PHEP Budget Period 2 of the Funding Opportunity Number CDC-RFA-TP12-120102CONT13 not less than 10% 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.

Contractor shall coordinate activities and response plans within the jurisdiction, with state, regional, other local jurisdictions, and tribal entities (where appropriate), and with local agencies, hospitals, health care systems, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

If Contractor agrees to perform public health preparedness services for another county in exchange for all or a portion of the other county's funding allocation, Contractor shall submit to DSHS a signed Memorandum of Agreement (MOA) between Contractor and the other county. The MOA shall outline services, timelines, deliverables and the amount of funds agreed upon by both parties.

Contractor shall notify DSHS in advance of Contractor's plans to participate in or conduct local exercises, in a format specified by DSHS. Contractor shall participate in statewide or sub-state regional exercises as required to assess the capacity of Contractor to respond to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies. Contractor shall prepare and submit to DSHS After-Action Reports (AARs), documenting and correcting any identified gaps or weaknesses in preparedness plans identified during exercises in a format specified by DSHS and in compliance with Homeland Security Exercise and Evaluation Plan (HSEEP) standards.

Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under

this Program Attachment with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the contractor's sub-state region, 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.

Contractor shall participate in the Texas Disease Reporting Program described in Chapter 81, Texas Health and Safety Code by:

A. Educating, training and providing technical assistance to local providers and hospitals on Texas reportable disease requirements;
B. Monitoring participation by local providers and hospitals in appropriately reporting notifiable conditions;
C. Conducting disease surveillance and reporting notifiable conditions to the appropriate DSHS regional office;
D. Coordinating with DSHS regional Epidemiology Response Team members to build an effective statewide system for rapid detection of unusual outbreaks of illness through notifiable disease and syndromic or other enhanced surveillance; and
E. Reporting immediately all illnesses resulting from bioterrorism, chemical emergencies, radiological emergencies, or other unusual events and data aberrations as compared to background surveillance data to the jurisdiction's respective DSHS Health Service Region (HSR) regional office or to DSHS.

Contractor shall coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on the DSHS website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

In the event of a public health emergency involving a portion of the state, Contractor shall 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.

Contractor shall inform DSHS in writing if Contractor shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Program Attachment, including partial FTEs and temporary staff.

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 Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

PERFORMANCE MEASURES:

Contractor must complete PHEP Evidence-Based Benchmarks as outlined in the attached Exhibit A, Public Health Emergency Preparedness Work Plan for Local Health Departments Exhibit A and B, and as noted below:

1. Demonstrated adherence to PHEP reporting deadlines; and

2. Demonstrated capability to receive, stage, store, distribute, and dispense materiel during a public health emergency.

Failure to meet these deliverables may result in withholding a portion of the fiscal year 2014 PHEP base award.

Contractor shall document the following PHEP Evidence-based Benchmarks:

1. Demonstrated adherence to PHEP reporting deadlines.

A PHEP Budget Period 2 mid-year progress report is due to DSHS December 20, 2013. The report will include a status update on CDC-defined performance measures as well as an update on current preparedness status and self-identified gaps based on the public health emergency preparedness capabilities as they relate to overall jurisdictional needs, and interim financial reports.

An Annual PHEP Budget Period 2 progress report is due to DSHS July 31, 2014. The report will include an update on work plan activities, budget expenditure reports, CDC-defined performance measurement activities and data, and preparedness accomplishments, success stories, and program impact statements.

2. Demonstrated capability to receive, stage, store, distribute, and dispense materiel during a public health emergency.

As part of a response to public health emergencies, Contractor must be able to provide countermeasures to 100% of the identified population within 48 hours after the formal federal request. To achieve this standard, Contractor must maintain the capability to plan and execute the receipt, staging, storage, distribution, and dispensing of material during a public health emergency.

a. Complete self-assessments using the Technical Assistance Review (TAR) tool due 2 weeks before the documentation review with Central Office. The benchmark score is a 69.

b. Perform and submit metrics on three (3) Strategic National Stockpile (SNS) operational drills to SharePoint and submit After Action Reviews / Improvements Plans for these drills to the exercise team. Both are due no later than April 1, 2014.

c. Demonstrate compliance with current programmatic medical countermeasure guidance through submission of point of dispensing (POD) standards data by loading POD standards document to SharePoint no later than April 1, 2014.

d. Contractors within the three identified CRI/MSA Planning Areas must participate in one joint full-scale distribution/dispensing exercise that include all pertinent jurisdictional leadership and emergency management support function leads, planning and operational staff, and all applicable personnel in the Metropolitan Statistical Area or Health Service Region within the 2011 to 2016 performance period.

BILLING INSTRUCTIONS:

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link http://www.dshs.state.tx.us/cmps/. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive | Interagency/Interlocal

GST-2012-Solicitation-00043 | RLHS GOLIVE HAZARDS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 3 Date Renewals Expire: 08/31/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069, 93.069, 93.069

14. DUNS Number:

103110834

This section intentionally left blank.

16. Special Provisions

General Provisions, Compliance and Reporting Article I, is revised to include:

Contractor shall submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor shall 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. If Contractor is legally prohibited from providing such reports, Contractor shall immediately notify DSHS in writing.

Contractor shall provide 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).

The email address for submitting mid-year reports, annual reports, and any additional programmatic reports is PHEP@dshs.state.tx.us

General Provisions, Services Article II, Disaster Services, Section 2.02 is amended to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachments funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall 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 shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, Payment Methods and Restrictions Article IV, Billing Submission Section 4.02, is amended to include the following:

Contractor shall submit requests for reimbursement or payment, or revisions to previous reimbursement request(s), no later than August 14, 2014 for costs incurred between the services dates of September 1, 2013 and June 30, 2014.

General Provisions, Terms and Conditions of Payment Article IV, 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.

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

For the purposes of this Program Attachment, 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.

General Provisions, Access and Inspection Article IX, Access Section 9.01 is hereby revised to include the following:

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

General Provisions, General Business Operations of Contractor Article XII, Equipment Purchases (Including Controlled Assets), Section 12.20, is revised as follows:

Contractor is required to initiate the purchase of approved equipment no later than August 31, 2014 as documented by issue of a purchase order or written order confirmation from the vendor on or before August 31, 2014. In addition, all equipment must be received no later than 60 calendar days following the end of the Program Attachment term.

General Provisions, General Terms Article VIII, Amendment Section 13.15, 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 Program Attachment.

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

a.	Contract (this document)	2014-001134-00
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	HAZARDS Exhibit A

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:	Hidalgo County
Vendor Identification Number:	17460007176

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, including any attachments and addendums.

Department of State Health Services	**Hidalgo County**
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: Hidalgo County
Contract Number: 2014-001134-00
Proposal ID: RLHS-2014-Hidalgo -00037

Program ID: CPS/HAZARDS
Procurement ID: GST-2012-Solicitation-00043
Procurement Name: RLHS GOLIVE HAZARDS PROPOSAL

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	$435,015	$46,494	$0	$481,509
Fringe Benefits	$128,782	$12,225	$0	$141,007
Travel	$11,488	$0	$0	$11,488
Equipment	$0	$0	$0	$0
Supplies	$858	$0	$0	$858
Contractual	$0	$0	$0	$0
Other	$11,055	$0	$0	$11,055
Total Direct Costs	$587,198	$58,719	$0	$645,917
Indirect Costs		$0	$0	$0
Totals:	**$587,198**	**$58,719**	**$0**	**$645,917**

Subcontracting

Subcontracting Percentage: 0.00%

Match Contributions

Required Match Percentage: 10.00%
Calculated Match Percentage: 10.00%
Required Match Amount: $58,720
Calculated Match Amount: $58,719

Source of Cash Match Funds

personnel and fringe

20 of 500

Source of In Kind Match Funds

0 of 500

Program Income

Projected Earnings: $0

Source of Earnings

0 of 500

Non DSHS Funding

Direct Federal Funds: $0
Other State Agency Funds: $0
Local Funding Sources: $0
Other Funds: $0
Total Projected Non DSHS Funding: $0

Navigation Links

TEXAS Department of State Health Services

CMPS Contract Management and Procurement System

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2014-001134-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

(•) Applicable ( ) Non-Applicable

Signature of Authorized Individual Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
	General Provisions			
	Contract Print			
	HAZARDS Exhibit A (Work Plan)		Lundry, Lucia-Contractor 7/10/2013 2:39:54 PM	Lundry, Lucia - RLHS 7/11/2013 11:29:48 AM
	HAZARDS Exhibit B (Work Plan)		Lundry, Lucia-Contractor 7/10/2013 2:39:54 PM	Lundry, Lucia - RLHS 7/11/2013 11:29:33 AM

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.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(•) Yes ( ) No

2. 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

3. 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

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1	
Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600
FFATA Contact Person #2	
Name*	Ray Eufracio
Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

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

E-Signature Date

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
	General Provisions			
	Contract Print			
	HAZARDS Exhibit A (Work Plan)		Lundry, Lucia-Contractor 7/10/2013 2:39:54 PM	Lundry, Lucia - RLHS 7/11/2013 11:29:48 AM

HAZARDS EXHIBIT A (WORK PLAN)

Organization Name: Hidalgo County

Hidalgo County

Hidalgo County

Contract Number: 2014-001134-00

Contract Term: 9/1/2013 - 8/31/2014

Program ID: CPS/HAZARDS

Program Name: Public Health Emergency Preparedness (PHEP)

EXHIBIT A

Public Health Emergency Preparedness Work Plan
for Local Health Departments
PPCPS/HAZARDS

Budget Period 2

Introduction

DSHS developed this work plan in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102-CONT13) from the Centers for Disease Control and Prevention (CDC). The funding opportunity announcement addresses alignment of the Public Health Emergency Preparedness (PHEP) Program and the Hospital Preparedness Program (HPP) through a five-year project period from FY 2012 to 2017.

DSHS also developed this work plan in the spirit of flexibility and continuous quality improvement providing local health departments the ability to accomplish the intent of the PHEP - HPP Cooperative Agreement with as much latitude as possible while adhering to the guidance of the funding opportunity announcement.

The work plan consists of the following sections that describe the activities and deliverables for PHEP Budget Period 2:

I. Public Health Preparedness Capabilities
II. Annual Requirements
III. CDC-Defined Performance Measures
IV. PHEP Evidence-based Benchmarks

I. Public Health Emergency Preparedness (PHEP) Capabilities

Public health departments continue to face multiple challenges, including an ever-evolving list of public health threats. The Centers for Disease Control and Prevention (CDC) developed fifteen (15) capabilities to assist health departments with assessing preparedness capacity as well as developing strategic plans. The CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning is a published document found at the following link: http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf).

The activities associated with this work plan link directly to the capability standards briefly outlined in Section I Statement of Work of the Program Attachment and found in full detail in the pdf document referenced above.

During this project period, Texas Department of State Health Services (DSHS), with consultation from the CDC, intends to foster closer alignment between the PHEP Program and Hospital Preparedness Program (HPP). Grant alignment is a long-term initiative that will continue to evolve throughout the project period as PHEP and HPP seek additional opportunities to improve administrative and programmatic collaboration. DSHS recognizes the capabilities required to fulfill HPP and PHEP programmatic goals differ but increased collaboration will serve to strengthen both programs. When appropriate, PHEP funding should support collaborative work with HPP toward capability capacity.

In 2011, CDC released a Public Health Capabilities Planning Model (http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf (pg 6-9) that describes a high-level planning process public health departments may wish to follow as they address the 15 public health capabilities. The planning model allows local health departments to use the public health preparedness capabilities to a) determine preparedness priorities, b) plan appropriate preparedness activities, and c) demonstrate and evaluate achievement of capabilities through exercises, planned events, and real incidents. Contractors are

encouraged to use routine activities and real incidents to demonstrate and evaluate the public health preparedness capabilities.

DSHS with consultation from the CDC strongly recommends that local health departments utilize a prioritization strategy to determine their work and the resulting investments regarding the 15 public health preparedness capabilities across the five-year project period based upon:

A. The assessment of current capabilities and gaps (using the TxPHRAT);
B. A jurisdictional risk assessment (using the TxPHRAT);

Activity 1 for Section I, PHEP Capabilities:

Using the CDC Capabilities Planning Guide, Contractors should conduct strategic mapping of their work plan for the remaining project period (through FY 2017) to include capability prioritization.

Deliverable 1 for Activity 2 for Section I, PHEP Capabilities

Contractors should submit a strategic map to DSHS by October 31, 2013 on a template provided by DSHS.

Activity 2 for Section I, PHEP Capabilities: Update Texas Public Health Jurisdictional Risk Assessment tool (TxPHRAT) with new Capabilities Planning Guide (CPG) data

Deliverable 1 for Activity 2 for Section I, PHEP Capabilities

Using new CPG data, Contractor will update the Texas Public Health Jurisdictional Risk Assessment Tool (TxPHRAT). An updated tool must be completed and uploaded to the Texas Public Health Information Network (TxPHIN) by June 30, 2014. The TXPHIN tool is available at: http://www.dshs.state.tx.us/layouts/contentpage.aspx?pageid=8589954779&id=8589957698&terms=PHEP

II. Annual Requirements

Contractors are required to submit plans, program data, progress reports, and financial data outlining progress in addressing annual requirements including evidence-based benchmarks, objective standards, and performance measures data. Reports will also include information on outcomes of preparedness exercises regarding strengths, weaknesses, and associated corrective actions; accomplishments highlighting the impact and value of the PHEP program in local jurisdictions to include enhanced capacity from previous budget years; and descriptions of incidents requiring activations of emergency operations centers. Reports must describe preparedness activities conducted with PHEP funds, the purposes for which PHEP funds were spent, and the extent to which Contractors met stated goals and objectives. To assist Contactors, DSHS will provide a reporting template consistent with information required by CDC to meet the following annual planning/reporting requirements for 2013 to 2014.

1) HPP and PHEP Program Alignment
Contractors must demonstrate progress in coordinating public health and healthcare preparedness program activities and leveraging funding to support those activities as well as tracking accomplishments highlighting the impact of the HPP and PHEP programs in contractors' jurisdictions.

2) Exercise Planning and Implementation
Contractors must revise current multi-year training and exercise plans or develop a new multi-year training and exercise plan for conducting training and exercises to develop and test public health and healthcare preparedness capabilities. . Training and exercise plans must demonstrate coordination with relevant entities and include methods to leverage resources to the maximum extent possible. Updated multi-year training and exercise plans must be submitted to DSHS annually. Plans must include training and exercise schedules and describe exercise goals and objectives, identified capabilities to be tested, inclusion of at-risk individuals, participating partner organizations, and previously identified improvement plan items from real incidents or previous exercises.

One Annual Preparedness Exercise
Contractors will conduct at least one (1) preparedness exercise annually according to the Contractor's exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting but, no later than 90 days prior to the exercise and a final After Action Review/Improvement Plan within 60 days of the exercise.

These exercises can include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. Following such exercises, Contractors will report identified strengths, weaknesses, and corrective actions taken to address material weaknesses. See the DSHS Exercise Program Guidance document for detailed exercise requirements.

Contractors must conduct one, joint full-scale exercise within the five-year project period. Joint full-scale exercises should meet multiple program requirements including PHEP, HPP and Strategic National Stockpile requirements where possible to minimize the burden on exercise planners and participants.

3) Volunteer Recruitment and Management (Capability 15, Volunteer Management) If Contractors are using volunteers, such as Medical Reserve Corps or Strategic National Stockpile (SNS) point of dispensing volunteers), then Contractors must enter volunteers

into the Texas Disaster Volunteer Registry, the Texas Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) system and utilize this system as their primary volunteer management tool. Data should be updated into the Texas Disaster Volunteer Registry by November 30, 2013 (mid-year) and July 31, 2014 (end-of-year).

4) Coordination among cross-cutting public health preparedness programs PHEP program components as a whole should complement and be coordinated with other public health and healthcare programs as applicable. For example, some functions within the Public Health Laboratory, Public Health Surveillance and Epidemiological Investigation and Information Sharing capabilities may mutually support activities as described in CDC's Epidemiology and Laboratory Capacity (ELC) for Infectious Diseases cooperative agreement. Contractors should work with immunization programs and partners on syndromic surveillance and other activities to assure preparedness for vaccine-preventable diseases, influenza pandemics, and other events requiring a response.

5) Stakeholder Engagement (Capability 1, Community Preparedness, Function 2 and Capability 2, Community Recovery, Function 1)
Contractors should identify the appropriate jurisdictional partner to address the emergency preparedness, response, and recovery needs of older adults regarding public health, medical and mental health behavioral needs and address processes and accomplishments to meet the needs of older adults.

6) Public Comment Solicitation on Emergency Preparedness Plans (Capability 1, Community Preparedness, Function 2)
Contractors should describe processes for solicitation of public comment on emergency preparedness plans and their implementation such as the establishment of an advisory committee or similar mechanism to ensure ongoing public comment on emergency preparedness and response plans.

7) National Incident Management System (NIMS) Compliance (Capability 3, Emergency Operations Coordination, Function 1)
Contractors should have plans, processes, and training in place to meet NIMS compliance requirements by June 30, 2014.

8) Public Health, Mental/Behavioral Health, and Medical Needs of At-risk Individuals (Capability 1, Community Preparedness; Capability 2, Community Recovery; Capability 4, Emergency Public Information and Warning; Capability 7, Mass Care; Capability 10, Medical Surge; and Capability 13, Public Health Surveillance and Epidemiological Investigation)

Strategic maps should describe plans to address the public health, mental/behavioral health, and medical needs of at-risk individuals in the event of a public health emergency.
The definition of at-risk individuals is available at:
http://www.phe.gov/Preparedness/planning/abc/Documents/at-risk-individuals.pdf

9) Situational Awareness
Contactors will provide DSHS with situational awareness data generated through interoperable networks of electronic data systems. (Capability 6, Information Sharing)

10) Fiscal and Programmatic Systems
Contractors will have in place fiscal and programmatic systems to document accountability and improvement.

11) One Annual Preparedness Exercise

One Annual Preparedness Exercise – due April 1, 2014
Contractors will conduct at least one (1) preparedness exercise annually according to the Contractor's exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting but, no later than 90 days prior to the exercise and a final After Action Review/Improvement Plan within 60 days of the exercise.

The exercise can be a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. Following such exercises, Contractors will report identified strengths, weaknesses, and corrective actions taken to address material weaknesses. See the DSHS Exercise Program Guidance document for detailed exercise requirements.

Activities for Section II, Annual Requirements

Local health departments have the flexibility to determine capability prioritization and jurisdiction-specific activities for annual requirements.

Deliverables for Section II, Annual Requirements 1 through 11

Progress reports, program data, plans, and financial data from local health departments are deliverables for annual requirements 1 through 11. DSHS will provide templates for reports that are consistent with information requests from CDC in order to meet reporting requirements within a timeframe necessary to complete consolidation of statewide reporting to CDC.

Deliverable 1 for Section II, Annual Requirement 3
(Exercise Planning and Implementation)

Contractors must submit a current Multi-Year Training & Exercise Plan (with 5-year exercise schedule) to DSHS by July 31, 2013.

Deliverable 1 for Section II, Annual Requirement 12

(One Annual Preparedness Exercise)

Submit a Notification of Exercise to DSHS following the Concept & Objectives meeting (HSEEP) or as soon as possible but no later than 90 days prior to the conduct of the exercise.

Deliverable 2 for Section II, Annual Requirement 12
(One Annual Preparedness Exercise)

Submit an HSEEP-compliant After Action Review/Improvement Plan to DSHS within 60 days of the exercise.

III. CDC-Defined Performance Measures

Performance measures are key tools to determine program effectiveness and may focus on any level of public health service delivery including local health departments, public health laboratories, healthcare coalitions, and healthcare organizations. DSHS with consultation from the CDC has determined the benefit of Contractors reporting on these capability-based performance measures. While Contractors may not have to report on all performance measures every year, Contractors will be required to collect and report select performance measure data for Budget Period 2 (2013 to 2014) based on guidance to be provided by the Centers for Disease Control and Prevention (CDC) at a later date.

CDC's PHEP Budget Period 1 Performance Measure Specifications and Implementation Guidance is available at:
http://www.cdc.gov/phpr/documents/PHEP+BP1+PM+Specifications+and+Implementation+Guidance_v1_1.pdf.

IV. Evidence-based Benchmarks and Pandemic Influenza Plans
(PAHPA Benchmarks)

CDC identifies select program requirements as benchmarks as mandated by Section 319C-1 and 319C-2 of the PHS Act as amended by the Pandemic and All Hazards Preparedness Act (PAHPA). To substantially meet a benchmark, Contractors must provide complete and accurate information describing how the benchmark was met. DSHS and the CDC expect Contractors to achieve, maintain, and report on benchmarks throughout the five-year project period. CDC and DSHS reserve the right to modify benchmarks annually as needed and in accordance with CDC goals, objectives, and directives. Contractors shall maintain all documentation that substantiates achievement of benchmarks and make those documents available to DSHS staff as requested during site visits or through other requests.

DSHS has identified the following CDC benchmarks for BP 2.

1. Adherence to PHEP Reporting Deadlines

Deliverable 1 – Contractors will prepare and submit a PHEP Budget Period 2 mid-year progress report to DSHS using a template provided by DSHS that captures reporting information and data required by CDC. The report is due to DSHS December 20, 2013. More information on the report is found in the Work Plan Table attachment.

2. Receiving, Staging, Storing, Distributing, and Dispensing Medical Countermeasures:
As part of a response to public health emergencies, Contractor must be able to provide countermeasures to 100% of the identified population within 48 hours after the formal federal request. To achieve this standard, Contractor must maintain the capability to plan and execute the receipt, staging, storage, distribution, and dispensing of material during a public health emergency.

a. Complete self-assessments using the Technical Assistance Review (TAR) tool due 2 weeks before the documentation review with Central Office. The benchmark score is a 69.
b. Perform and submit metrics on three (3) Strategic National Stockpile (SNS) operational drills to SharePoint and submit After Action Reviews / Improvements Plans to the exercise team. Both are due no later than April 1, 2014.
c. Demonstrate compliance with current programmatic medical countermeasure guidance through submission of point of dispensing (POD) standards data by loading POD standards document to SharePoint no later than April 1, 2014.
d. Contractors within the three designated CRI/MSA Planning Areas must conduct one joint full-scale distribution/dispensing exercise that includes all pertinent jurisdictional leadership and emergency management support function leads, planning and operational staff, and all applicable personnel in the Metropolitan Statistical Area or Health Service Region within the 2011 to 2016 performance period.

Through these activities, contractors will meet the performance measures noted in Section II: Statement of Work Performance Measures of the Program Attachment associated with medical countermeasures.

Appendix 1

Definitions for the Public Health Capability Model

The Capability Definition defines the capability as it applies to state, local, tribal, and territorial public health.

The Function describes the critical elements that need to occur to achieve the capability.

The Performance Measure(s) section lists the CDC-defined performance measures, if any, associated with a function.

The Tasks section describes the steps that need to occur to complete the functions.

The Resource Elements section lists resources, including priority items and other considerations, needed to build and maintain the ability to perform the function and its associated tasks. These resource elements are organized as follows:

1) Planning: standard operating procedures or emergency operations guidance, including considerations for legal authorities and at-risk populations, for a Contractor's plans for delivering the capability.
2) Skills and Training: baseline competencies and skills personnel and teams should possess or have access to when delivering a capability.
3) Equipment and Technology: equipment Contractors should have or have access to in jurisdictionally defined quantities sufficient to achieve the capability.
4) Note: Certain resource elements have been identified as priority resource elements. Contractors may not require all resource elements to fully achieve all of the functions within a capability, but they must have or have access to the priority resource elements. Remaining resource elements are recommended for consideration by Contractors.

Appendix 2

The public health preparedness capabilities are listed below in their corresponding domains. These domains are intended to convey the significant dependencies between certain capabilities:

Biosurveillance
- Public Health Laboratory Testing
- Public Health Surveillance/Epidemiological Investigation

Community Resilience
- Community Preparedness
- Community Recovery

Countermeasures and Mitigation
- Medical Countermeasure Dispensing
- Medical Material Management and Distribution
- Non-pharmaceutical Interventions
- Responder Safety and Health

Incident Management
- Emergency Operations Coordination

Information Management
- Emergency Public Information and Warning
- Information Sharing

Surge Management
- Fatality Management
- Mass Care
- Medical Surge
- Volunteer Management

HAZARDS EXHIBIT B (WORK PLAN)

Organization Name: Hidalgo County

Hidalgo County

Hidalgo County

Contract Number: 2014-001134-00

Contract Term: 9/1/2013 - 8/31/2014

Program ID: CPS/HAZARDS

Program Name: Public Health Emergency Preparedness (PHEP)

Public Health Emergency Preparedness Requirements for Local Health Departments
PPCPS/HAZARDS
Exhibit B
Funding Opportunity Number CDC-RFA-TP12-120102CONT13
Time Period Covered
State of Texas Fiscal Year 2014 September 1, 2013 to August 31, 2014

Requirement: Strategic Map
Process: Using the CDC Capabilities Planning Guide, Contractors should prepare a work plan for the remaining four years of the project period (through FY 2017) to include capability prioritization for each year.
Due Date: October 31, 2013 - Submitted on a template provided by DSHS

Requirement: Mid-Year Progress Report including evidenced-based benchmarks
Process: Work plan updates, status updates on applicable Pandemic and All-Hazards Act (PAHPA) benchmarks, applicable performance measure data, and technical assistance plans.
Due Date: December 20, 2013

Requirement: Performance Measures
Process: Criteria for Performance Measures not yet established by the CDC
Due Date: To be determined following release by CDC

Requirement: Year-End Progress Report.
Process: Updates on work plan activities including local contracts and progress on implementation of technical assistance plans; PAHPA benchmark data, performance measure data and supporting information, training updates, preparedness accomplishments, success stories, and program impact statements.
Due Date: July 31, 2014

Requirement: Conduct One Preparedness Exercise annually to test preparedness and response capabilities. An HSEEP AAR must be completed within 60 days of the exercise.
Process: The exercise may be a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. This cannot be an SNS drill conducted in support of the Medical Countermeasures Technical Assistance Review. Contractors are to submit a completed AAR/IP to DSHS for all exercises conducted to fulfill PHEP exercise requirements Exercise Notification no later than 90 days prior to the exercise.
AAR submitted within 60 days of exercise completion.
Due Date: Exercise completed by April 1, 2014.

Requirement: Jurisdictional Risk Assessments
Process: Update TxPHRAT with new CPG data and upload to PHIN
Due Date: June 30, 2014

Requirement: Conduct or participate in an annual Training & Exercise Plan Workshop
Process: Contractors must participate in a Training & Exercise Plan workshop to revise current multi-year training and exercise plans or develop a new plan for conducting exercises to test public health and healthcare preparedness capabilities.
Due Date: July 1, 2014

Requirement: Submit an updated Multi-Year Training and Exercise Plan
Process: Contractors must submit a current, updated Multi-Year Training & Exercise Plan (with 5-year exercise schedule)

Due Date: July 31, 2014

Requirement: NIMS Training Compliance
Process: Contractor must complete all required NIMS training.
Due Date: June 30, 2014

Requirement: Joint Training Report
Process: Report on preparedness training conducted and describe the impact the training had on the jurisdiction.
Due Date: Sept 1, 2014

Requirement: ESAR-VHP registry use
Process: If using local volunteers, such as MRCs, SNS, etc. contractors must use the Texas Disaster Volunteer Registry System (ESAR-VHP) and enter volunteer data into ESAR-VHP registry
Due Date: November 30, 2013 and July 31, 2014.

Requirement: Strategic National Stockpile (SNS) operational drills
Process: Perform and submit metrics on three (3) Strategic National Stockpile (SNS) operational drills to SharePoint and submit After Action Reviews / Improvements Plans for these drills to the exercise team. Both are due no later than April 1, 2014.
Due Date: April 1, 2014

Requirement: CRI/MSAs - Conduct one Medical Countermeasure Dispensing and Medical Material Management and Distribution Full-scale Exercise
Process: Conduct one, joint full-scale distribution and dispensing exercise within the 5-year project period. Participation in this CRI exercise fulfills the requirement for a full-scale exercise under PHEP for all local planning jurisdictions within the MSA Planning Area.
Due Date: May 1, 2016

Requirement: Participate in one regional joint, full-scale exercise within the five year project period.
Process: This joint full-scale exercise should meet multiple program requirements including PHEP, HPP and Strategic National Stockpile requirements where possible to minimize the burden on exercise planners and participants.
Due Date: May 1, 2016