

DEPARTMENT OF STATE HEALTH SERVICES

Contract 2016-001100



**Amendment Summary**

The Department of State Health Services (DSHS) and Comal County Health Department (Contractor) agree to amend Contract 2016-001100 in accordance with this Amendment 01: Public Health Emergency Preparedness (PHEP)

**Amendment effective date:** 03/01/2016

**Purpose for the amendment:**

This amendment will amend certain contractual language as set forth below.

<p><b>Change No: 1</b></p>	<p><b>Programmatic Change</b></p>
<p>Current: Section 7. O. 5. Submit by the last day of every month a list of all reported clusters and information on investigation findings on the tracking sheet provided by the DSHS.</p>	<p>Revised: DELETED</p>
<p><b>Change No: 2</b></p>	<p><b>Programmatic Change</b></p>
<p>Current: Section 7. O. 7. b. Perform and submit metrics on three SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Reviews/Improvements sixty days after completion of the drill or by April 1, 2016. Acceptable drills include: i. Staff Call Down; ii. Facility Set-up; iii. POD Activation; iv. Dispensing Throughput; and v. RealOpt usage;</p>	<p>Revised: Section 7. O. 6. b. Perform and submit metrics on three different SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Reviews/Improvements sixty days after completion of the drill or by April 1, 2016. Acceptable drills include: i. Staff Call Down; ii. Facility Set-up; iii. POD Activation; iv. Dispensing Throughput; and v. RealOpt usage;</p>
<p><b>Change No: 3</b></p>	<p><b>Programmatic Change</b></p>
<p>Current: Section 7. O. 7. c. Submit above items listed in 7 (b) to preparednessexercise@dshs.state.tx.us by April 1, 2016.</p>	<p>Revised: Section 7. O. 6. c. Submit above items listed in Section O. 6. b. to the DSHS SNS SharePoint Site sixty (60) days after completion of the drill or by April 1, 2016, whichever is earliest.</p>
<p><b>Change No: 4</b></p>	<p><b>Programmatic Change</b></p>
<p>Current: Section 7. O. 10. Conduct or participate in, at least, one Preparedness Exercise which includes evaluation of capabilities and objectives in accordance to the Contractor's exercise plan 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 in accordance with timeframes established in DSHS Exercise Guidance. A joint after action report/improvement plan must be submitted within 60 days of the exercise to the DSHS</p>	<p>Revised: Section 7. O. 9. Conduct, or participate in, at least one Preparedness Exercise in accordance 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 in accordance with the timeframes established in the DSHS Exercise Guidance. A joint after action report/improvement plan must be submitted within sixty (60) days of the exercise to DSHS. The After Action Report must also include a</p>

<p>Exercise Team mailbox (preparednessexercise@dshs.state.tx.us). The After Action Report must also include a Corrective Action Plan. These exercises may include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities, but not associated with Strategic National Stockpile (SNS).</p>	<p>Corrective Action Plan and an Improvement Plan. Exercises may include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. If the exercise is conducted as an SNS exercise (testing capabilities 8 &amp; 9), in order for an exercise to meet the requirements of the HAZARD contract, the exercise must also test at least two additional capabilities. All capabilities tested should have objectives, observations, analysis, corrective actions and improvement plans that are directly related to each capability. The AAR/IP will be submitted to the Preparedness Exercise inbox (preparednessexercise@dshs.state.tx.us).</p>
<p><b>Change No: 5</b></p>	<p><b>Programmatic Change</b></p>
<p>Current: Section 7. U. Volunteer Management (Capability 15): If Contractors are using volunteers, such as Medical Reserve Corps or Strategic National Stockpile (SNS) point of dispensing volunteers, and then Contractors must use the Texas Disaster Volunteer Registry (TDVR), Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool.</p>	<p>Revised: DELETED</p>
<p><b>Change No: 6</b></p>	<p><b>Programmatic Change</b></p>
<p>Current: ADDITION</p>	<p>Revised: Section 7. O. 13. Use the Texas Disaster Volunteer Registry (TDVR), which is Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool, if utilizing Medical Reserve Corps or other volunteer groups.</p>
<p><b>Change No: 7</b></p>	<p><b>Programmatic Change</b></p>
<p>Current: ADDITION</p>	<p>Revised: Section 7. O. 14. If using volunteers as provided in this Contract during FY16, the Contractor must either: a. Request access to the TDVR from the State ESAR-VHP System Administrator; and enter all volunteer data into the system using the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or b. Petition DSHS in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP compliant, web-based volunteer management system.</p>
<p><b>Change No: 8</b></p>	<p><b>Programmatic Changes</b></p>
<p>Current: ADDITION</p>	<p>Revised: Section 7. O 15. If petitioning DSHS to use a fully operational ESAR-VHP compliant, web-based volunteer management system, then the substitute system must meet the following federal requirements but are not limited to: a. Must offer Internet-based registration; b. Volunteer information is collected and maintained in a manner consistent with all Federal, State and Local laws governing security and confidentiality; c. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with</p>

	<p>the issuing entity or appropriate authority;</p> <p>d. Must be able to verify the credentials of the 20 mandated professions;</p> <p>e. Must be able to assign to one of four emergency credential levels;</p> <p>f. Must be able to identify volunteers willing to participate in a federally coordinated emergency response;</p> <p>g. Must be able to re-verify professional credentials every 6 months;</p> <p>h. Must have the ability to include the differing scope of work information for each of the 20 mandated professions;</p> <p>i. Must be able to record All volunteer health professional affiliations; and</p> <p>j. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE).</p>
<p><b>Change No: 9</b></p>	<p><b>Programmatic Change</b></p>
<p>Current:</p> <p>ADDITION</p>	<p>Revised:</p> <p>Section 7. O. 16. Additionally, the fully operational ESAR-VHP compliant, web-based volunteer management system must be able to register, collect, and verify the credentials and qualifications of the following health professionals with the issuing entity or appropriate authority:</p> <ul style="list-style-type: none"> <li>a. Physicians</li> <li>b. Physician Assistants</li> <li>c. Registered Nurses</li> <li>d. Licensed Vocational, Nurses</li> <li>e. Nurse Practitioners</li> <li>f. Pharmacists</li> <li>g. Pharmacy Technicians</li> <li>h. Pharmacy Interns</li> <li>i. Emergency Medical Technicians and Paramedics</li> <li>j. Social Workers</li> <li>k. Marriage &amp; Family Therapists</li> <li>l. Licensed Vocational Counselors</li> <li>m. Respiratory Therapists</li> <li>n. Dentists</li> <li>o. Veterinarians</li> <li>p. Psychologists</li> </ul>
<p><b>Change No: 10</b></p>	<p><b>Programmatic Change</b></p>
<p>Current:</p> <p>Section 7. O. 11. Designate a member of the PHEP program to attend, in person, the PHEP all four quarterly meetings of the contract term. If the designee is unable to attend the first meeting in person, the Contractor must petition DSHS in writing requesting an exemption and proposal for attending a subsequent quarterly meeting.</p>	<p>Revised:</p> <p>Section 7. O. 10. Designate a member of the PHEP program to attend, in person, the PHEP all four quarterly meetings of the contract term. If the designee is unable to attend any of the meetings in person, the Contractor must notify DSHS in writing.</p>
<p><b>Change No: 11</b></p>	<p><b>Programmatic Change</b></p>
<p>Current:</p> <p>Section 7. O. 12. Complete all additional reporting requirements. Due dates will be listed in the most current DSHS reporting schedule, to be released no later than August 3, 2015.</p>	<p>Revised:</p> <p>Section 7. O. 11. Complete all additional reporting requirements. Due dates will be listed in the most current DSHS reporting schedule, to be released within thirty (30) days of the contract start date.</p>
<p><b>Change No: 12</b></p>	<p><b>Programmatic Change</b></p>

<p>Current:</p> <p>Section 7. O. 13. If Contractor is legally prohibited from providing any report under this Contract, Contractor will immediately notify DSHS in writing.</p>	<p>Revised:</p> <p>Section 7. O. 12. If Contractor is legally prohibited from providing any report under this Contract, Contractor will immediately notify DSHS in writing.</p>
<p><b>Change No: 13</b></p>	<p><b>Contractual Change</b></p>
<p>Current:</p> <p>Section 7. R. Contractor shall only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.</p>	<p>Revised:</p> <p>Section 7. R. Ensure Contractor and subrecipient costs associated with this Contract are allowable and that subcontractor expenditures are approved and in compliance.</p>
<p><b>Change No: 14</b></p>	<p><b>Contractual Change</b></p>
<p>Current:</p> <p>Section 7. Q. For the purposes of this Contract, the Contractor may not use funds for research, clinical care, the purchase of furniture or equipment, fund-raising activities or lobbying, construction or major renovations, for reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible.</p>	<p>Revised:</p> <p>Section 7. Q. For the purposes of this Contract, the Contractor may not use funds for research, clinical care, fund-raising activities or lobbying, construction or major renovations, for reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible.</p>
<p><b>Change No: 15</b></p>	<p><b>Contractual Change</b></p>
<p>Current:</p> <p>SECTION II. PERFORMANCE MEASURES:</p> <p>A. DSHS will monitor the Contractor's compliance with the requirements in Section I and this Contract and failure to meet these requirements may result in withholding a portion of any subsequent PHEP base awards.</p> <p>B. The initial reporting requirements for the performance measures are subject to change as DSHS and CDC may modify performance measures and due dates. DSHS will provide notification to the Contractor of any changes under this Section.</p>	<p>Revised:</p> <p>PERFORMANCE MEASURES:</p> <p>A. DSHS will monitor the Contractor's compliance with the requirements in Section 7 and this Contract and failure to meet these requirements may result in withholding a portion of the current PHEP base awards.</p> <p>B. The initial reporting requirement schedule for the requirements are subject to change as DSHS and CDC may modify requirements and due dates. DSHS will send a requirements schedule within 30 days of the contract start date.</p>
<p><b>Change No: 16</b></p>	<p><b>Special Provisions</b></p>
<p>Current:</p> <p>ADDITION</p> <p>Section 16. Special Provisions</p>	<p>Revised:</p> <p>A. General Provisions, Compliance and Reporting Article II, Applicable Laws and Regulations Regarding Funding Sources, Section 2.06, is amended by deleting Section 2.06 in its entirety and replacing it with the following:</p> <p>When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at <a href="http://www.dshs.state.tx.us/contracts/links.shtm">http://www.dshs.state.tx.us/contracts/links.shtm</a>.</p>

	<p>Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements § .14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at <a href="http://www.dshs.state.tx.us/contracts/links.shtm">http://www.dshs.state.tx.us/contracts/links.shtm</a>. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.</p>
<p><b>Change No: 17</b></p>	<p><b>Special Provision</b></p>
<p>Current:</p> <p>A. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016. No expenditures with service dates from July 1, 2015 to June 30, 2016 will be paid after August 15, 2016 from the Budget Period 4(BP4) allocation. This Subsection supersedes Section 4.03 of the Fiscal Year 2016 Department of State of Health Services General Provisions (Core/Sub Recipient).</p>	<p>Revised:</p> <p>B. General Provisions, Article III. Services, Section 3.02 Disaster Services, is revised to include the following:</p> <p>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 Attachment 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.</p>
<p><b>Change No: 18</b></p>	<p><b>Special Provision</b></p>
<p>Current:</p> <p>B. 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.</p>	<p>Revised:</p> <p>C. General Provisions, Final Invoice/Billing Submission, Section 5.03 is modified to provide that Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016.</p>
<p><b>Change No: 19</b></p>	<p><b>Special Provision</b></p>
<p>Current:</p> <p>C. General Provisions, Access and Inspection Article XI, Access Section 11.01 is hereby revised to include the following:</p> <p>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 Program Attachment, upon request by the DSHS Program staff.</p>	<p>Revised:</p> <p>D. General Provisions, Compliance and Reporting, Article II, Section 2.08(a) is modified by deleting it in its entirety and replacing it with the following language.</p> <p>a. The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:</p> <ul style="list-style-type: none"> <li>i. Hold Harmless and Indemnification, Section 14.17;</li> <li>ii. Independent Contractor, Section 13.05 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);</li> <li>iii. Insurance, Section 14.22;</li> <li>iv. Liability Coverage, Section 25.03;</li> <li>v. Fidelity Bond, Section 25.02;</li> <li>vi. Historically Underutilized Businesses, Section 13.02 (Contractor, however, will comply with HUB requirements of other statutes and rules specifically applicable to that entity);</li> <li>vii. Debt to State and Corporate Status, Section 4.01;</li> <li>viii. Application of Payment Due, Section 4.02; and</li> <li>ix. Article XVI Claims against the Department (This Article is inapplicable to interagency contracts only).</li> </ul>

<p><b>Change No: 20</b></p> <p>Current: ADDITION</p>	<p><b>Special Provision</b></p> <p>Revised:</p> <p>E. General Provisions, Payment Methods and Restrictions, Article V, Section 5.01 is revised to include the following:</p> <p>Contractor may request a one-time working capital advance not to exceed 12% of the total amount of the Contract funded by DSHS. 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 DSHS.</p> <p>Contractors 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 contractor must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, DSHS will reduce the reimbursement request by one-third of the remaining balance of the advance.</p>
<p><b>Change No: 21</b></p> <p>Current: ADDITION</p>	<p><b>Special Provision</b></p> <p>Revised:</p> <p>F. General Provisions, Access and Inspection Article X, Section 10.01 is revised to include the following:</p> <p>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 Contract, upon request by the DSHS Program staff.</p>
<p><b>Change No: 22</b></p> <p>Current: ADDITION</p>	<p><b>Special Provision</b></p> <p>Revised:</p> <p>G. General Provisions, General Terms Article XIV, Amendment Section 14.12, is amended to include the following:</p> <p>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.</p>
<p><b>Change No: 23</b></p> <p>Current:</p> <p>D. 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, 2016 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016. In addition, all equipment must be received no later than 45 calendar days following the end of the Program Attachment term.</p>	<p><b>Special Provision</b></p> <p>Revised:</p> <p>H. General Provisions, Program Equipment and Supplies Article XXII, Section 22.01, is revised as follows: Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016. In addition, all equipment and supplies must be received no later than 45 calendar days following the end of the Contract term.</p>
<p><b>Change No: 24</b></p> <p>Current:</p>	<p><b>Special Provision</b></p> <p>Revised:</p>

E. 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 Program Attachment.

I. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.01.

Enterprise Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The Enterprise Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the Enterprise Agency has paid funds to Grantee for unallowable or ineligible costs, the Enterprise Agency will notify Grantee in writing, and Grantee shall return the funds to the Enterprise Agency within thirty (30) calendar days of the date of this written notice. The Enterprise Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the Enterprise Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The Enterprise Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity Requirements	Applicable Cost Principles Administrative Requirements	Audit Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS
2 CFR Part 200 and UGMS Educational Institutions	2 CFR, Part 220	2 CFR, Part 200 and UGMS
2 CFR Part 200, Subpart F and UGMS	2 CFR, Part 200 and UGMS	2 CFR, Part 200 and UGMS
Non Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the Enterprise Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

**Change No: 25**

**Special Provision**

Current:  
ADDITION

Revised:  
J. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.05  
If Grantee, within Grantee's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a

total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the Enterprise Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the Enterprise Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

**Change No: 26**

**Special Provision**

Current:  
ADDITION

Revised:  
K. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.06  
Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:  
  
Department of State Health Services  
Contract Oversight and Support, Mail Code 1326  
P.O. Box 149347  
Austin, Texas 78714-9347  
Health and Human Services Commission Office of Inspector General Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200  
  
Electronic submission to the Enterprise Agency should be addressed as follows:  
COSContractAdministration@dshs.state.tx.us  
  
If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the Enterprise Agency sanctions and remedies for non-compliance with this Contract.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Contractor Signature

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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.

Signed by:

Date Signed:

DSHS Signature

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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.

Signed by:

Date Signed:

DRAFT