

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001311200028
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**System Agency**”) and **BRAZORIA COUNTY HEALTH DEPARTMENT** (“**Grantee**”), collectively referred to as the “**Parties**” to that certain Public Health Emergency Preparedness (“**PHEP**”) contract, effective July 1, 2023, and denominated as System Agency Contract No. HHS001311200028 (the “**Contract**”), now want to amend the Contract.

WHEREAS, System Agency wants to revise Section **X, FEDERAL AWARD INFORMATION**, of the Contract Signature Document; and

WHEREAS, the Parties want to revise **ATTACHMENT A, FY2024 STATEMENT OF WORK**; and **ATTACHMENT C, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**.

NOW, THEREFORE, the Parties agree as follows:

1. **SECTION X, FEDERAL AWARD INFORMATION**, of the Contract Signature Document is deleted in its entirety and replaced as follows:

GRANTEE’S UNIQUE ENTITY IDENTIFIER IS: N1GLHP8EWHD9

Federal funding under this Grant Agreement is a subaward under the following federal award.

Federal Award Identification Number (FAIN): NU90TP922045

A. Assistance Listings Title, Number, and Dollar Amount: Centers for Disease Control and Prevention, Public Health Emergency Preparedness (PHEP) Cooperative Agreement, 93.069 – 5 NU90TP922045-05-00

B. Federal Award Date: 6/30/2023

C. Federal Award Period: 7/1/2023-6/30/2024

D. Name of Federal Awarding Agency: Centers for Disease Control and Prevention

E. Federal Award Project Description: Public Health Emergency Preparedness (PHEP) Cooperative Agreement

F. Awarding Official Contact Information: Ms. Kimberly Champion, Grants Management Specialist; gkf9@cdc.gov; (404) 498-4229

G. Total Amount of Federal Funds Awarded to System Agency: \$48,141,790.00

H. Amount of Funds Awarded to Grantee: \$220,140.00

I. Identification of Whether the Award is for Research and Development: No

2. **ATTACHMENT A, FY2024 STATEMENT OF WORK**, of the Contract, is deleted in its entirety and replaced with **ATTACHMENT A.1, FY2024 STATEMENT OF WORK**, which is attached to this Amendment and incorporated into the Contract as if fully set forth therein.

3. **ATTACHMENT C, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**, of the Contract, is deleted in its entirety and replaced with **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**, which is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
4. This Amendment shall be effective as of the date last signed below.
5. Except as amended and modified by this Amendment, all terms and conditions of the Contract shall remain in full force and effect.
6. Any further revisions to the Contract shall be by written agreement of the Parties.
7. Each Party represents and warrants that the person executing this Amendment No. 1 on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 1
SYSTEM AGENCY CONTRACT NO. HHS001311200028

DEPARTMENT OF STATE HEALTH SERVICES BRAZORIA COUNTY HEALTH DEPARTMENT

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date of Signature: _____ Date of Signature: _____

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

- ATTACHMENT A.1 - FY2024 STATEMENT OF WORK**
- ATTACHMENT C.1 - FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**

ATTACHMENT A.1

FY2024 STATEMENT OF WORK

July 1, 2023, through June 30, 2024

I. GRANTEE RESPONSIBILITIES

Grantee shall:

- A.** Perform activities in support of the Public Health Emergency Preparedness (“PHEP”) Cooperative Agreement between the Centers for Disease Control and Prevention (“CDC”) and the Department of State Health Services (“System Agency”) to advance public health emergency preparedness.
- B.** Perform the activities required under this Contract in the following cities, counties or groups of counties: Brazoria (Grantee’s “Jurisdiction”).
- C.** Provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.
- D.** Coordinate with System Agency program staff to develop a preparedness activity plan for Grantee’s jurisdiction. At minimum, Grantee shall ensure at least three of the following public health emergency preparedness capabilities are achieved on an annual basis:
 - 1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short- and long-term.
 - 2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations.
 - 3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System (“NIMS”).
 - 4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.
 - 5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue.
 - 6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private

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sector. This capability includes the routine sharing of information as well as issuing of public health alerts to all levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves.
8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins.
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments.
11. Capability 11 – Nonpharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing nonpharmaceutical interventions in response to the needs of an incident, event, or threat. Nonpharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies.
13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and

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- epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance.
14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment.
 15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency’s preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.
- E.** In the event of a local, state, or federal emergency, 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 the total Contract award for personnel costs in responding to an emergency event. Grantee shall maintain records to document the personnel time spent on response efforts for audit purposes. Within five (5) calendar days of the onset of the emergency, Grantee shall notify the assigned System Agency Contract Representative as identified in the Signature Document in writing of its implementation of this provision.
- F.** In the event of a public health emergency involving a portion of the state; mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements, and not currently performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from System Agency.
- G.** Coordinate activities and response plans within Grantee’s jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.
- H.** Inform System Agency in writing if Grantee will not continue performance under this Contract within thirty (30) days of receipt of System Agency’s notification of an amended standard(s) or guideline(s). System Agency may terminate this Contract immediately or within a reasonable period of time as determined by System Agency.
- I.** 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.
- J.** Have plans, processes, and training in place to meet NIMS compliance requirements.
- K.** When using volunteers during the Contract term, designate a Texas Disaster Volunteer Registry (“TDVR”) State Emergency System for the Advanced Registration of Volunteer Health Professionals (“ESAR-VHP”) System Administrator, participate in required administrator trainings, and utilize the system to identify volunteers.
- L.** To ensure consistency and coordination of requirements at the local level and eliminate

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duplication of effort between the various domestic preparedness funding sources in the state, the Grantee shall coordinate all planning, training and exercises performed under this Contract with other Local Health Entities, Texas Division of Emergency Management (“TDEM”), or other points of contact at the discretion of System Agency.

- M.** Coordinate all risk communication activities with System Agency Communications Unit by using System Agency’s core messages posted on the System Agency website and submitting copies of draft risk communication materials to System Agency for coordination prior to dissemination.
- N.** Work with the Regional Health Care Coalition to develop comprehensive preparedness strategies. Plans shall be submitted to System Agency via the Operational Readiness Review.
- O.** Incorporate Access and Functional Needs (“AFN”) partners in an annual PHEP exercise. Local jurisdictions can fulfill this requirement by incorporating at least one AFN partner in a tabletop, a functional, or a full-scale exercise, or during an incident or public health event in which the AFN partner participates.
- P.** Designate a member of the PHEP program to attend two regional healthcare coalition meetings during the Contract term.

II. REPORTING REQUIREMENTS

Grantee shall:

- A.** Complete and submit the programmatic reports outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE** and as needed to satisfy the information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c). Grantee shall provide System Agency with other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
- B.** Prepare and submit an Initial Work Plan with a Budget to System Agency. The Work Plan will be attached to and incorporated into the Contract as **ATTACHMENT K**. Revisions to the approved Work Plan are subject to System Agency prior written approval.
- C.** Prepare and submit a current Integrated Preparedness Plan (“IPP”), which must include at least four years of progressive exercise, planning and training to System Agency according to the due date and submission method outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**. The IPP must be based on the results of the Grantee’s training needs assessment and the evaluations of previous exercises and responses, including the AAR submitted in Section II. D of this document.

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The IPP must include a description of:

1. The proposed location, month(s), and year(s) of future exercise(s);
2. The type of future exercise(s) that will take place; and
3. The expected departmental participants and partner organizations.

- D.** Prepare and submit an After-Action Review/Improvement Plan (“AAR/IP”) for the annual PHEP exercise with Access and Functional Needs. All AAR/IPs must be submitted to System Agency within 60 calendar days, or 120 calendar days of a Real-World Incident (“RWI”), of the completion of the exercise/response according to the due date and submission method outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**.
- E.** Complete and submit specific forms identified by the System Agency from the Operational Readiness Review (“ORR”) to System Agency by uploading supporting documentation to System Agency according to the due date and submission method outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**. This reporting requirement is waived in FY2024 but will be reinstated in FY2025.
- F.** Prepare and submit a Programmatic Mid-Year and End-of-Year Performance Report to System Agency according to the due date and submission method outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**.
- G.** Submit evidence of attendance at two regional healthcare coalition meetings during the Contract term according to the due date and submission method outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**.
- H.** Submit a Financial Status Report (FSR) in accordance with the due dates and submission methods outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**. The first FSR (for the period July 1, 2023, through December 31, 2023) is due by January 31, 2024. The second FSR (for the period January 1, 2024, through June 30, 2024) is due by August 15, 2024. Grantee shall electronically submit Financial Status Reports (FSR) to invoices@dshs.texas.gov and FSRGrants@dshs.texas.gov, with a copy to the assigned System Agency Contract Representative identified in the Signature Document.
- I.** If System Agency determines Grantee needs to submit reports by mail or fax, Grantee shall send the required information to one of the following:
1. For submission by mail, use address below:
Department of State Health Services
Claims Processing Unit
P.O. Box 149347, MC 1940

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Austin, TX 78714-9347

2. For submission by fax, use number below:
(512) 458-7442

- J.** Immediately notify System Agency in writing if Grantee is legally prohibited from providing any report required under this Contract.

III. RULES

Grantee shall:

- A.** Comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:
1. Texas Government Code Chapter 418 (§418.074);
 2. Public Law 109-417, Pandemic and All-Hazards Preparedness and Advancing Innovation Act (“PAHPAI”);
 3. Texas Health and Safety Code Chapter 81; and
 4. Section 319C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended.

IV. PERFORMANCE MEASURES

- A.** System Agency will monitor the Grantee’s performance of the requirements in this Statement of Work and compliance with the Contract’s terms and conditions.
- B.** Grantee must adhere to PHEP reporting deadlines and the capability to receive, stage, store, distribute, and dispense material during a public health emergency. Failure to meet these requirements may result in System Agency withholding a portion of the current fiscal year PHEP base award.
- C.** Upon request by System Agency, Grantee shall reasonably revise any performance measure to System Agency’s satisfaction and in accordance with the requirements set forth in this Contract.

V. INVOICE AND PAYMENT

- A.** Grantee shall request monthly payments by the 30th day following the service month using the State of Texas Purchase Vouchers (Form B-13 and Form B-13A) at <http://www.dshs.texas.gov/grants/forms.shtm>. System Agency will issue reimbursement payments to Grantee on a monthly basis for reported actual cash disbursements which are supported by adequate documentation. Invoice approval and payment is contingent upon

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receipt of adequate supporting documentation and submitting acceptable supporting documentation by electronic mail to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov, with a copy to the assigned System Agency Contract Representative identified in the Signature Document.

At a minimum, every invoice should include:

1. Grantee name, address, email address, vendor identification number and telephone number;
2. DSHS Contract or Purchase Order number;
3. Identification of service(s) provided;
4. The total invoice amount; and
5. Any additional supporting documentation which is required by this Statement of Work or as requested by System Agency.

- B.** Grantee shall electronically submit all invoices with supporting documentation to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov and a copy to the assigned System Agency Contract Representative identified in the Signature Document. Alternative submission arrangements must be approved by the assigned System Agency Contract Representative identified in the Signature Document.
- C.** System Agency will pay Grantee monthly on a cost reimbursement basis. System Agency will reimburse Grantee only for allowable and reported expenses incurred within the grant term.

ATTACHMENT C.1 - FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE (Revised August 2023)			
MONTH	DAY	CONTRACTUAL REQUIREMENT	SUBMIT TO:
2023			
July	1	Start of new FY24 contract year	
August	31	July B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		July Support Documentation	
September	30	August B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		August Support Documentation	
October	16	Contractor's Property Inventory Report (GC-11)	Assigned Contract Manager
	31	September B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		September Support Documentation	
November	30	October B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		October Support Documentation	
December	29	November B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		November Support Documentation	
2024			
January	31	December B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		December Support Documentation	
		1st Biannual FSR	FSRGrants@dshs.texas.gov and invoices@dshs.texas.gov
		Programmatic Mid-Year Performance Report	DSHS CHEPR External SharePoint Site
February	28	January B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		January Support Documentation	
March	31	February B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		February Support Documentation	
April	30	March B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		March Support Documentation	
May	1	Integrated Preparedness Plan (IPP) Schedule/Plan	Qualtrics
	31	April B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		April Support Documentation	
June	30	Submit proof of attendance of two (2) regional healthcare coalition meetings from the contract period	DSHS CHEPR External SharePoint Site
		Annual PHEP Exercise with Access and Functional Needs (AFN) Partners (AAR)	DSHS CHEPR External SharePoint Site
July	1	Start of new FY25 contract year (BP1 Work Plan Due)	Qualtrics
August	15	June B-13 (Final)	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		June Support Documentation (Final)	
		2nd Biannual FSR	FSRGrants@dshs.texas.gov and invoices@dshs.texas.gov
		4th Quarter B-13A (Final)	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		Programmatic End-of-Year Performance Report	Qualtrics
NON-SPECIFIC DATE DEADLINES			
Performance Measures due to DSHS in a format specified by DSHS pending release of the report template from CDC.			DSHS CHEPR External SharePoint Site
DSHS may add contractual requirements and revise reporting due dates in this FY2024 PHEP Contractual Reporting Schedule to comply with modifications made to the grant award by the CDC. DSHS will notify Grantee of these modifications through a Technical Guidance Letter.			
PHEP Inbox - phep@dshs.texas.gov			
Attachment C.1 FY2024 PHEP Contractual Requirements Schedule			

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matts@brazoriacountytx.gov

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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps