

CONSENT AGENDA
ITEM NO. 23

**CITY OF SAN ANTONIO
SAN ANTONIO METROPOLITAN HEALTH DISTRICT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Fernando A. Guerra, M.D., M.P.H., Director of Health

SUBJECT: ORDINANCE ACCEPTING FUNDS FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES FOR THE BIOTERRORISM PREPAREDNESS PROGRAM

DATE: November 4, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the Interim City Manager to accept and execute a contract change totaling \$2,001,304.00 from the Texas Department of State Health Services (TDSHS) to renew funding for the ongoing Bioterrorism Preparedness Program in the San Antonio Metropolitan Health District (SAMHD) during the period September 1, 2004 through August 31, 2005. This ordinance will also adopt the program budget, approve the personnel complement, approve the transfer of funds, and authorize payments for contractual services.

Staff recommends approval.

BACKGROUND INFORMATION

Ordinance No. 98536, passed and approved on December 4, 2003, authorized the execution of Contract 7460020708 2005 between the City of San Antonio and TDSHS, covering operation of the Public Health State Support Project 2004/2005 - Federal providing annual assistance to the City in support of the core public health activities provided by the SAMHD. Since then, the City has received several Contract Change Notices totaling \$4,148,352.00 for this contract effort that ends August 31, 2005 (See Attachment III).

The 2005 Local Public Health Preparedness Grant combines the previous Bioterrorism Preparedness Public Health and Bioterrorism Laboratory Preparedness grants for the period of September 1, 2004 to August 31, 2005. The funding will maintain the San Antonio Metropolitan Health District's emergency preparedness activities for all hazards and continue its momentum in renovating space in Building 125, Brooks City Base for a new Biosafety Level Three laboratory. In this grant year, in conjunction with Emergency Management and our hospital partners, the Health District will test its preparedness with three scheduled exercises and rewrite its response plans based on the exercise results. Concurrently with the exercise and throughout the grant year, the Public Health Preparedness staff will expand its training of the public health workforce to better prepare for disaster response and recovery.

The personnel complement for this project consists of eighteen (18) positions, one more than last year (See Attachment I).

POLICY ANALYSIS

Acceptance of this grant from TDH will continue the long-standing practice of utilizing Federal and State aid to support the local public health programs of the City.

FISCAL IMPACT

This contract change provides \$2,001,304.00 to renew the ongoing Bioterrorism Preparedness Program in the SAMHD. This is \$530,636.00 less than last year's initial funding. Additional support is anticipated this year for the BSL-3 Lab. However, total funding level for this year is not expected to reach the previous year's amount. Much of last year's funding was for capital items that have now been purchased, i.e. laboratory autoclave, 4 wheel drive vehicle, etc. Acceptance of this contract amendment will place no demand on the City General Fund.

COORDINATION

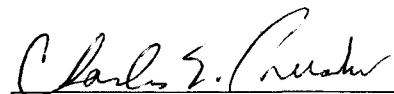
The City Attorney's Office and the Human Resources Department, Risk Management Division, have reviewed and approved the contract with TDH. The Finance Department has approved the proposed budget and fund transfer.

SUPPLEMENTARY COMMENTS

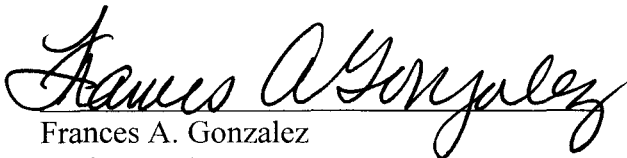
Provisions of the Ethics Ordinance do not apply.

Attachments:


- Attachment I: Public Health State Support Project 2004/2005 – Federal Budget and Personnel Complement
- Attachment II: Bioterrorism Preparedness Laboratory Renovation Budget
- Attachment II: Texas Department of State Health Services Contract Change Notice No. 16, Attachment No. 13



Fernando A. Guerra, MD, MPH
Director of Health



Frances A. Gonzalez
Assistant City Manager



J. Rolando Bono
Interim City Manager

AN ORDINANCE

AUTHORIZING THE ACCEPTANCE OF \$2,001,304.00 FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES ("TDSHS") TO RENEW SUPPORT FOR THE ONGOING BIOTERRORISM PREPAREDNESS PROGRAM IN THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT FOR THE PERIOD SEPTEMBER 1, 2004 THROUGH AUGUST 31, 2005; AUTHORIZING THE EXECUTION OF A CONTRACT CHANGE WITH TDSHS; ADOPTING THE PROGRAM BUDGET; APPROVING THE PERSONNEL COMPLEMENT; APPROVING THE TRANSFER OF FUNDS; AND AUTHORIZING PAYMENTS FOR CONTRACTUAL SERVICES.

* * * * *

WHEREAS, the Texas Department of State Health Services (TDSHS), previously known as the Texas Department of Health (TDH), provides annual financial assistance to the San Antonio Metropolitan Health District (SAMHD) to supplement the delivery of comprehensive public health services to protect the health of all residents within the jurisdiction of the SAMHD; and

WHEREAS, Ordinance No. 98536, passed and approved on December 4, 2003, authorized the execution of Contract 7460020708 2005 between the City of San Antonio and TDSHS, covering operation of the Public Health State Support Project 2004/2005 - Federal of the SAMHD; and

WHEREAS, TDSHS has now offered \$2,001,304.00 to renew support for the ongoing Bioterrorism Preparedness Program in the SAMHD through Contract Change Notice No. 16, Attachment No. 13 to the above contract, to enable the SAMHD to maintain the San Antonio Metropolitan Health District's preparedness activities for all hazards and continue its momentum in renovating space in Building 125, Brooks City Base for a new Biosafety Level Three laboratory; and

WHEREAS, a budget transfer in the amount of \$750,000.00 from the Bioterrorism Preparedness Program into the Bioterrorism Preparedness Laboratory Renovation Program will enable the SAMHD to continue funding the construction and renovation of the BSL-3 Lab Project, which continues to be a critical component of SAMHD's Bioterrorism Defense Strategy; and

WHEREAS, it is now necessary to authorize the acceptance of the grant support from TDSHS, approve the execution of the contract change notice with TDSHS, adopt the program budget, approve the personnel complement, approve the transfer of funds and authorize payments for contractual services; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The Interim City Manager, or his designee, is hereby authorized to accept \$2,001,304.00 from the Texas Department of State Health Services (TDSHS) to renew support for the Bioterrorism Preparedness Program in the San Antonio Metropolitan Health District (SAMHD). The Interim City Manager, or his designee, is further authorized to execute TDSHS Contract Change Notice No. 16, Attachment No. 13 to Grant Contract 7460020708 2005. A copy of Contract Change Notice No. 16, Attachment No. 13 is set out in Attachment III and incorporated herein for all purposes.

SECTION 2. The account entitled "Public Health State Support Project 2003/2004 – Federal", Fund No. 26-016066, Fund Center 3610060000, is hereby designated for use in accounting for the fiscal transactions

of said project. For the appropriation of funds for the Bioterrorism Preparedness Program, the Cost Center 3610060001, and the Functional Area 360030000004xxxx with the Internal Order 136000000xxx are hereby established.

SECTION 3. The sum of \$2,001,304.00 is hereby appropriated in the above-designated fund and the budget set out in Attachment I is approved and adopted for entry on the City books.

SECTION 4. A transfer of project funds in the amount of \$750,000.00 is hereby authorized from Fund No. 26-016066, Fund Center 3610060000, Internal Order 136000000xxx, to Fund No. 26-016100, Fund Center xxxxxxxxxxxx, Internal Order 136000000xxx.

SECTION 5. Appropriations in Fund No. 26-016066, Internal Order 136000000xxx, are hereby authorized to be reduced by \$750,000.00, and the budget set out in Attachment I is approved and adopted for entry on the City books.

SECTION 6. The additional sum of \$750,000.00 is hereby appropriated in Fund No. 26-016100, Fund Center 3610060000, Internal Order 136000000xxx, and the budget set out in Attachment II is approved and adopted for entry on the City books.

SECTION 7. Payments of an additional \$750,000.00 are hereby authorized for construction and renovation of the BSL-3 Lab during the period September 1, 2004 through August 31, 2005. These payments will be made from Fund 26-016100, Fund Center 3610060000, Internal Order 136000000xxx, SAP GL Account No. xxxxxxxx, Fees to Professional Contractors, on a fee-for-service basis.

SECTION 8. The eighteen (18) personnel positions set out in Attachment I and incorporated herein are authorized for the activity shown thereon.

SECTION 9. The Director of Finance, may, subject to concurrence by the Interim City Manager or the Interim City Manager's designee, correct allocation to specific internal order numbers, account numbers and fund numbers as necessary to carry out the purpose of this ordinance.

SECTION 10. Should the grant awarded be in an amount other than that budgeted for, or should the grant contain terms and conditions different than those currently existing, acceptance of the grant, budget and corresponding personnel complement will be subject to subsequent City Council ordinance.

SECTION 11. This ordinance shall be effective on and after the tenth day after passage hereof.

PASSED AND APPROVED this _____ day of November, 2004.

M A Y O R

ATTEST:

City Clerk

APPROVED AS TO FORM: _____
City Attorney

ATTACHMENT I
Public Health State Support Project 2004/2005 - Federal
DSHS Contract No. 7460020708 2005
Fund No. 26-016066
Fund Center 3610060000
Functional Area 360030000004xxxx
Internal Order 136000000xxx

<u>ESTIMATED REVENUES</u>	<u>SAP GL</u>	<u>CURRENT BUDGET</u>
Attachment No. 13		2,001,304
Total Estimated Revenues	\$	<u>2,001,304</u>

Bioterrorism Preparedness Program

Activity: 36-10-06 09/01/04 to 08/31/05
Cost Center 3610060001

Regular Salaries and Wages	5101010	582,055
Retirement Benefits - Soc. Sec.	5103005	44,550
Retirement Benefits - TMRS	5105010	67,695
Flexible Benefits Contribution	5405040	73,620
Life Insurance	5103010	90
Workers' Disability Compensation	5405020	0
Personal Leave Buy Back Pay	5103035	5,000
Communications: Telephones	5403010	11,300
Mail & Parcel Post Service	5205010	1,000
Cellular Phones	5403040	13,200
Rental Of Facilities	5206010	58,043
Rental of Equipment	5204070	2,720
Travel-Official	5207010	13,310
Education		4,500
Car Expense Allowance (Mileage)		1,650
Maint & Repair -Mach. & Equip.	5204080	28,480
Fees to Professional Contractors	5201040	900,114
Automatic Data Processing Services	5403520	52,320
Subscriptions to Publications	5203070	1,500
Office Supplies	5302010	18,300
Chemicals, Medical and Drugs	5304040	40,000
Maint & Repair Mat.-Mach & Equip	5301030	8,896
Computer Software	5304075	3,200
Indirect Cost	5406530	51,511
Computer Equipment	5501000	16,800
Mach & Equip. - Other	5701060	1,450
Total Appropriations		<u>\$ 2,001,304</u>

PERSONNEL COMPLEMENT:

Activity 36-10-06

Cost Center 3610060001

<u>CLASS</u>	<u>TITLE</u>	<u>PREVIOUS POSITIONS</u>	<u>ADD (DEDUCT)</u>	<u>CURRENT POSITIONS</u>
0010	Office Assistant	2	(1)	1
0040	Administrative Assistant I	0	1	1
0067	Administrative Aide	1	0	1
0112	GIS Technician	1	0	1
0213	Veterinarian (.50 FTE)	1	0	1
0232	Laboratory Technologist II	0	1	1
0250	Public Health Administrator	0	1	1
0251	Epidemiologist	2	0	2
0254	Vectol Control Technician	1	(1)	0
0847	Department Systems Aide	2	0	2
0862	Department Systems Manager	1	0	1
0866	Special Projects Manager	2	(1)	1
0870	Special Projects Coordinator	1	1	2
0892	Fiscal Officer (.40 FTE)	1	0	1
0896	Department Systems Specialist	2	(1)	1
0918	Program Manager	0	1	1
Total:		17	1	18

ATTACHMENT II
Bioterrorism Preparedness Laboratory Renovation
Fund No. 26-016100
Fund Center 3610090000
Functional Area 3600xxxxxxxxxxx
Internal Order 136000000242

<u>ESTIMATED REVENUES</u>	<u>OBJECT CODE</u>	<u>PREVIOUS BUDGET</u>	<u>ADD (DEDUCT)</u>	<u>REVISED BUDGET</u>
TDH Grant	00-004	524,000	750,000	1,274,000
Transfer of a portion of the unused TDH grant award from 26-016058	00-004	1,655,137	0	1,655,137
Total Estimated Revenues		\$ <u>2,179,137</u>	\$ <u>750,000</u>	\$ <u>2,929,137</u>

APPROPRIATIONS

Bioterrorism Preparedness Laboratory Renovation Program 2003
09/01/02 to 8/31/04

Fees to Prof. Contractors Activity 36-10-07	02-160	524,000	0	524,000
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Bioterrorism Preparedness Laboratory Renovation Program 2004
Internal Order 136000000242 09/01/03 to 8/31/05

Fees to Prof. Contractors Cost Center 3610080001 Activity 36-10-08	02-160	1,655,137	0	1,655,137
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Bioterrorism Preparedness Laboratory Renovation Program 2005
Internal Order 136000000xxx 09/01/04 to 8/31/05

Fees to Prof. Contractors Cost Center 3610090001 Activity 36-10-09	5201040	0	750,000	750,000
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Total Appropriations		\$ <u>2,179,137</u>	\$ <u>750,000</u>	\$ <u>2,929,137</u>
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ATTACHMENT III

DEPARTMENT OF STATE HEALTH SERVICES
1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

STATE OF TEXAS
COUNTY OF TRAVIS

TDH Document No. 7460020708 2005
Contract Change Notice No. 16

The Department of State Health Services, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with SAN ANTONIO METROPOLITAN HEALTH DISTRICT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

SUMMARY OF TRANSACTION:

ATT NO. 13 : OPHP - BIOTERRORISM PREPAREDNESS

All terms and conditions not hereby amended remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

PERFORMING AGENCY:

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

By: _____
(Signature of person authorized to sign)

(Name and Title)

Date: _____

RECOMMENDED:

By: _____
(PERFORMING AGENCY Director, if different from person authorized to sign contract)

RECEIVING AGENCY :

DEPARTMENT OF STATE HEALTH SERVICES

By: Eduardo J. Sanchez
(Signature of person authorized to sign)

Eduardo J. Sanchez, M.D., M.P.H.
Commissioner of Health
(Name and Title)

Date: 10 Sep 04

DL PCS - Rev. 6/04

DETAILS OF ATTACHMENTS

Att/ Amd No.	DSHS Program ID/ DSHS Purchase Order Number	Term		Financial Assistance		Direct Assistance	Total Amount (DSHS Share)
		Begin	End	Source of Funds*	Amount		
01	TB/PC 0000001629	01/01/04	12/31/04	93.116	356,700.00	0.00	356,700.00
02	HIV/PREV 0000001706	01/01/04	12/31/04	93.940	232,350.00	0.00	232,350.00
03A	STD/HIV 0000001818	01/01/04	12/31/04	93.977	258,617.00	0.00	258,617.00
04B	IMM/LOCALS 0000001769	01/01/04	12/31/04	State	429,812.00	0.00	429,812.00
05A	HIV/SURV 0000002157	04/01/04	12/31/04	93.944	86,303.00	0.00	86,303.00
06	EPI/LEAD 0000002255	07/01/04	06/30/05	93.262	45,000.00	0.00	45,000.00
07	DIAB/CDSP 0000002262	07/01/04	03/29/05	93.988	90,000.00	0.00	90,000.00
08	TB/PC C038632000	09/01/04	08/31/05		199,444.00	0.00	199,444.00
09	STD/HIV C038634000	09/01/04	08/31/05		77,046.00	0.00	77,046.00
10	ACFH/POP C038881000	09/01/04	08/31/05		66,000.00	0.00	66,000.00
11	OPHP/LPHS C039361000	09/01/04	08/31/05		305,776.00	0.00	305,776.00
12	BNS/WIC-CARD C039468000	10/01/04	09/30/05		0.00	0.00	0.00
13	OPHP/BIOTERR 0000300716	09/01/04	08/31/05	93.283	2,001,304.00	0.00	2,001,304.00
DSHS Document No.7460020708 2005 Change No. 16					Totals	\$ 0.00	\$4,148,352.00

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

DOCUMENT NO. 7460020708-2005
ATTACHMENT NO. 13
PURCHASE ORDER NO. 0000300716

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: OFFICE OF PUBLIC HEALTH PRACTICE

TERM: September 01, 2004 THRU: August 31, 2005

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall assist RECEIVING AGENCY in the implementation of RECEIVING AGENCY activities associated with the FY 2005 Centers for Disease Control and Prevention (CDC) Cooperative Agreement on Public Health Preparedness and Response for Bioterrorism (Program Announcement 99051). This project is designed to upgrade state and local public health jurisdictions' preparedness for and response to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies.

PERFORMING AGENCY shall enhance PERFORMING AGENCY'S bioterrorism preparedness plans by conducting activities at the local level relating to the critical benchmarks and certain critical capacities included within the six focus areas listed below. Although attaining any particular critical benchmark does not guarantee preparedness, failure to have achieved any one of them is a near-certain indicator that the jurisdiction is inadequately prepared. The focus areas include the following:

Focus Area A: Preparedness Planning and Readiness Assessment: Establish strategic leadership, direction, assessment, and coordination of activities to ensure statewide readiness, interagency collaboration, local and regional preparedness for bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies. Conduct public health preparedness planning activities. Develop written all-hazards response plans and operating guidelines and submit to RECEIVING AGENCY'S Regional Offices as necessary for coordination purposes. For an all-hazards planning, the role of public health in biological and non-biological emergencies includes the following activities:

- Conduct notifiable disease, syndromic, and other public health surveillance for timely detection of human/animal illness due to public health emergencies, whether natural, accidental or perpetrated.
- Conduct epidemiologic investigations.
- Define individuals and populations at risk.
- Recommend/implement control measures, including mass vaccination/prophylaxis and quarantine/isolation, as appropriate.
- Develop and distribute health advisories/alerts.
- Provide timely, effective risk communication.

- Provide a qualified spokesperson to assist with public communication.
- Provide internal/external expertise or access to reference materials on harmful effects of biological and chemical agents and radiation.
- Assess, monitor, and provide continuous summary reporting on the availability of medical resources such as hospital beds, ICU beds and ventilators.
- Assess any potential indirect health threats related to disruptions of basic infrastructure (power, water, sewage treatment, etc.) caused by the primary event and intervene as appropriate.
- Provide immediate, onsite environmental health services to assure the safety of any food storage and preparation facilities set up to serve responders.
- Maintain normal public health services to the extent feasible and prudent.
- Assess planning activities through drills, exercises, and appropriate responses to naturally occurring individual disease cases of urgent public health importance or outbreaks of disease as outlined in the FY 05 local guidance document.

Focus Area B: Surveillance and Epidemiology Capacity: Enable state and local health departments to enhance, design, and/or develop systems for rapid detection of unusual outbreaks of illness that may be the result of bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies. Assist state and local health departments in establishing expanded epidemiologic capacity to investigate and mitigate such outbreaks of illness. Conduct exercises and drills and/or respond to real-life situations to identify both strengths and weaknesses in the plans and systems outlined in the FY 04 local guidance document.

Focus Area C: Laboratory Capacity-Biologic Agent: Ensure that core diagnostic capabilities for bioterrorist agents are available at all state and major city/county public laboratories. These funds will enable state or major city-county laboratories to develop the capability and capacity to conduct rapid and accurate diagnostic and reference testing for select biologic agents likely to be used in a terrorist attack.

Focus Area E: Health Alert Network/Communications and Information Technology: Enable state and local public health agencies to maintain/expand and test a network that will:

- Support exchange of key information and training over the Internet by linking public health and private partners on a 24/7 basis;
- Provide for rapid dissemination of public health advisories;
- Ensure secure electronic data exchange between public health partners' computer systems;
- Ensure protection of data, information, and systems, with adequate backup, organizational, and surge capacity to respond to bioterrorism and other public health threats and emergencies;
- Develop systems to recruit and track participants, and for data collection, storage, management, reporting and evaluation activities; and
- Crosscutting activities as outlined in the FY 05 local guidance document.

Focus Area F: Communicating Health Risks and Health Information Dissemination: Ensure that state and local public health organizations develop an effective risk

communications capacity that provides for timely information dissemination to all citizens during a bioterrorist attack, outbreak of infectious diseases, or other public health threat or emergency. Such a capacity should include training for key individuals in communication skills, the identification of key spokespersons (particularly those who can deal with infectious diseases), printed materials, timely reporting of critical information, and effective interaction with the media as outlined in the FY 05 local guidance document.

Focus Area G: Education and Training: Ensure that state and local health agencies have the capacity to:

- Assess the training needs of key public health professionals, infectious disease specialists, emergency department personnel, and other healthcare providers related to preparedness for and response to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies;
- Ensure effective provision of needed education and training to key target audiences through multiple channels, including academic institutions, healthcare professionals, CDC, Health Resources and Services Administration (HRSA), and other sources; and
- Conduct assessment of public health preparedness and response plans to identify training needs and develop individual training plans for staff responsible for detecting and responding to a bioterrorism threat or other public health emergency.

PERFORMING AGENCY shall participate in National Preparedness Programs initiated by CDC, including but not limited to: HRSA/CDC crosscutting activities; ChemPak; pandemic influenza planning; performance evaluation; Smallpox Preparedness Program; and Strategic National Stockpile Program activities.

PERFORMING AGENCY shall not contract to conduct activities relating to **Focus Area C: Laboratory Capacity-Biologic Agent** unless PERFORMING AGENCY was approved to conduct activities in Focus Area C under this contract Attachment during the FY 2003 and FY 2004 contract periods.

PERFORMING AGENCY should have achieved the required critical benchmarks specified in the FY 2004 local guidance document. During FY 2005, PERFORMING AGENCY shall maintain/enhance all critical benchmarks and achieve critical capacities identified in the FY 2005 Application and Workplan for Local Public Health Preparedness and Response for focus areas for which the PERFORMING AGENCY is eligible for funding. PERFORMING AGENCY shall not address enhanced capacities in any of the focus areas unless all of the critical benchmarks and critical capacities for that focus area have been fully achieved. PERFORMING AGENCY may address other critical capacities within the focus areas for which they are eligible upon approval by the RECEIVING AGENCY.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

- Public Law 107-117, Department of Defense and Emergency Supplemental Appropriations for Recovery from and Response to Terrorist Attacks on the United States, Act. 2002.

- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002; and
- Chapter 81, Texas Health and Safety Code.

PERFORMING AGENCY shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this contract.

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

- Centers for Disease Control and Prevention (CDC) Guidance for Fiscal Year 2005 Supplemental Funds for Public Health Preparedness and Response for Bioterrorism (Announcement Number 99051 – Emergency Supplemental);
- PERFORMING AGENCY'S FY 2004 Grant Application and Work Plan for Local Public Health Preparedness and Response for Bioterrorism and any written revisions;
- PERFORMING AGENCY'S FY2005 Local Public Health Preparedness Preliminary Application;
- PERFORMING AGENCY'S FY 2005 Application and Work Plan for Local Public Health Preparedness and any written revisions; and
- CDCs Local Emergency Preparedness and Response Inventory.

PERFORMING AGENCY shall coordinate activities and response plans within the 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.

If PERFORMING AGENCY agrees to perform public health preparedness services for another county in exchange for all or a portion of the other county's funding allocation, PERFORMING AGENCY shall submit to RECEIVING AGENCY a signed Memorandum of Agreement (MOA) between PERFORMING AGENCY and the other county with the first (1st) Quarterly report. The MOA shall outline services, timelines, deliverables and the amount of funds agreed upon by both parties.

PERFORMING AGENCY shall conduct exercises designed to test components of local public health preparedness and response plans and systems as outlined in the FY 05 local guidance document. PERFORMING AGENCY shall notify RECEIVING AGENCY in advance of PERFORMING AGENCY'S plans to participate in or conduct local exercises, in a format specified by RECEIVING AGENCY. PERFORMING AGENCY shall participate in statewide exercises planned by RECEIVING AGENCY as needed to assess the capacity of PERFORMING AGENCY to respond to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies. PERFORMING AGENCY shall prepare after-action reports, documenting and correcting any identified gaps or weaknesses in preparedness plans identified during exercises, in a format specified by RECEIVING AGENCY.

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

- Educating, training and providing technical assistance to local providers and hospitals on Texas reportable disease requirements;
- Monitoring participation by local providers and hospitals in appropriately reporting notifiable conditions;
- Conducting disease surveillance and reporting notifiable conditions to the appropriate RECEIVING AGENCY regional office;
- Coordinating with RECEIVING AGENCY 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
- Reporting immediately all illness resulting from bioterrorism, and chemical and radiological emergencies or other unusual events and data aberrations as compared to background surveillance data to RECEIVING AGENCY regional office or to RECEIVING AGENCY by calling 512-458-7219, 512-458-7228, 512-789-9033, or 512-826-7638.

PERFORMING AGENCY shall coordinate all risk communication activities with RECEIVING AGENCY Communications Division by using RECEIVING AGENCY'S core messages posted on RECEIVING AGENCY'S website, and submitting copies of draft risk communication materials to RECEIVING AGENCY for review and approval prior to dissemination.

In the event of a public health emergency involving a portion of the state, PERFORMING AGENCY shall mobilize and dispatch staff or equipment that were purchased with funds from this contract Attachment 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 RECEIVING AGENCY.

If PERFORMING AGENCY provides smallpox vaccinations in conjunction with activities authorized under this contract Attachment, PERFORMING AGENCY shall enter the vaccination information in the Pre-event Vaccination System (PVS) database.

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

PERFORMING AGENCY shall develop, implement, and maintain a system for accurately tracking expenditures. All equipment, supplies, and other resources acquired with public health preparedness funds must be used to achieve, maintain and enhance critical benchmarks and capacities as outlined in the FY2005 local guidance document.

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

PERFORMING AGENCY shall not purchase equipment, create and fill new positions, or execute contracts for purchased service(s) until these items have been approved during

negotiation and approval of PERFORMING AGENCY'S FY 2005 Application and Work Plan for Local Public Health and this contract Attachment has been amended to reflect the FY 2005 Work Plan. Thereafter, PERFORMING AGENCY shall not purchase equipment, hire new staff, or execute contracts for purchased service(s) or products without required approval of RECEIVING AGENCY as outlined above.

PERFORMANCE MEASURES

PERFORMING AGENCY shall comply with all requirements and deliverables set forth in the FY 2005 Local Public Health Preparedness Preliminary Application by providing:

- Continued staffing, sub-contractual support and maintenance of systems and equipment necessary to continue and maintain activities set forth in PERFORMING AGENCY'S FY2004 workplan, as approved by and on file with RECEIVING AGENCY, which addresses the critical capacities set forth in Exhibit A;
- A comprehensive response to the FY2005 Application and Work Plan for Local Public Health Preparedness by September 30, 2004;
- Cooperation in the negotiation of a final FY2005 workplan ; and
- Cooperation in the amendment of this contract Attachment to reflect the negotiated FY2005 Workplan by December 1, 2004.

PERFORMING AGENCY shall continue to perform activities to reach any unmet goals or deliverables from the FY2004 Workplan during the period from September 1, 2004 through amendment of this contract Attachment. To the extent that FY2004 Workplan contained quantifiable deliverables, PERFORMING AGENCY shall produce a pro-rated number of these deliverables during the period from September 1, 2004 through amendment of this contract Attachment.

PERFORMING AGENCY shall provide reports as requested by RECEIVING AGENCY to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

PERFORMING AGENCY shall provide services in the following county(ies)/area: Bexar.

SECTION II. SPECIAL PROVISIONS:

General Provisions, **Funding Participation Requirement** Article, is amended to include the following:

PERFORMING AGENCY shall use funds provided by this contract Attachment to supplement disease detection and response programs. Funds provided by this contract Attachment may not be used to supplant other federal, state, and local public funds. Supplanting is defined as using federal funds to replace existing state or local funds.

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

For the purposes of this contract Attachment, vehicles are not an allowable cost.

General Provisions, **Reports** Article, third paragraph, is revised to read as follows:

PERFORMING AGENCY shall submit quarterly progress reports to RECEIVING AGENCY no later than thirty (30) days after the end of each quarter in a format specified by RECEIVING AGENCY. PERFORMING AGENCY shall provide RECEIVING AGENCY other reports, including financial reports, and any other reports that RECEIVING AGENCY determines necessary to accomplish the objectives of this contract and to monitor compliance. If PERFORMING AGENCY is legally prohibited from providing such reports, it shall immediately notify RECEIVING AGENCY.

SECTION III. BUDGET:

PERSONNEL	\$715,000.00
FRINGE BENEFITS	221,850.00
TRAVEL	86,000.00
EQUIPMENT	0.00
SUPPLIES	120,000.00
CONTRACTUAL	67,000.00
OTHER	791,454.00
 TOTAL	 \$2,001,304.00

Total reimbursements will not exceed \$2,001,304.00.

Financial status reports are due the 30th of December, 30th of March, 30th of June, and the 30th of November.

EXHIBIT A

Critical Capacities for FY2004 Public Health Preparedness Workplans

Critical Capacity Number	Critical Capacity Description
	Focus Area A
A.1	Establish a process for strategic leadership, direction, coordination, and assessment of activities to ensure state and local readiness, interagency collaboration, and preparedness for bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies.
A.2	Conduct integrated assessments of public health system capacities related to bioterrorism, other infectious disease outbreaks, and other public health threats and emergencies to aid and improve planning, coordination, and implementation.
A.3	Ensure public health emergency preparedness and response through the development of necessary public health infrastructure.
A.4	Recruit, retain, and fully develop public health leaders and managers with current knowledge and expertise in advanced management and leadership principles who will play critical roles in responding to bioterrorism, other infectious disease outbreaks, and other public health threats and emergencies.
A.5	Respond to emergencies caused by bioterrorism, other infectious disease outbreaks, and other public health threats and emergencies through the development, exercise, and evaluation of a comprehensive public health emergency preparedness and response plan.
A.6	Ensure that public health systems have optimal capacities to respond to bioterrorism, other infectious disease outbreaks, and other public health threats and emergencies.
A.7	Effectively manage the CDC Strategic National Stockpile (SNS), should it be deployed—translating SNS plans into firm preparations, periodic testing of SNS preparedness, and periodic training for entities and individuals that are part of SNS preparedness. These activities should be coordinated with the appropriate TDH Regional SNS Coordinator.
	Focus Area B
B.1	Rapidly detect a terrorist event through a highly functioning, mandatory reportable disease surveillance system, as evidenced by ongoing timely and complete reporting by providers and laboratories in a jurisdiction, especially of illnesses and conditions possibly resulting from bioterrorism, other infectious disease outbreaks, and other public health threats and emergencies.
B.2	Rapidly detect and obtain additional information about bioterrorism, other infectious disease outbreaks, and their public health threats and emergencies through other core, cross-cutting health department surveillance systems such as vital record death reporting; medical examiner reports; emergency department, provider, or hospital discharge reporting; or ongoing population-based surveys.

B.3	Rapidly detect and obtain additional information about bioterrorism, other infectious disease outbreaks, or other public health threats or emergencies by accessing potentially relevant pre-existing data sets outside the health department, or through the development of new active or sentinel surveillance activities.
B.4	Rapidly and effectively investigate and respond to a potential terrorist event as evidenced by a comprehensive and exercised epidemiologic response plan that addresses surge capacity, delivery of mass prophylaxis and immunizations, and pre-event development of specific epidemiologic investigation and response needs.
B.5	Rapidly and effectively investigate and respond to a potential terrorist event, as evidenced by ongoing effective local response to naturally occurring individual cases of urgent public health importance, outbreaks of disease, and emergency public health interventions such as emergency chemoprophylaxis or immunization activities.
B.6	Ensure effective response through the creation or strengthening of pre-event, on-going working links between health department staff and key individuals and organizations engaged in healthcare, public health, and law enforcement.
Focus Area C	
C.1	Develop and implement a jurisdiction-wide program to provide rapid and effective laboratory services in support of the response to bioterrorism, other infectious disease outbreaks, and other public health threats and emergencies.
C.2	As a member of the Laboratory Response Network (LRN), ensure adequate and secure laboratory facilities, reagents, and equipment to rapidly detect and correctly identify biological agents likely to be used in a bioterrorist incident.
Focus Area E	
E.1	Ensure effective communications connectivity among public health departments, healthcare organizations, law enforcement organizations, public officials, and others (e.g. hospitals, physicians, pharmacies, fire departments, 911 Centers)
E.2	Ensure a method of emergency communication for participants in public health emergency response that is fully redundant with standard Telecommunications (telephone, e-mail, Internet, etc.).
E.3	Ensure the ongoing protection of critical data and information systems and capabilities for continuity of operations.
E.4	Ensure secure electronic exchange of clinical, laboratory, environmental, and other public health information in standard formats between the computer systems of public health partners.
E.5	Provide or participate in an emergency response management system to aid the deployment and support of response teams, the management of response resources, and the facilitation of inter-organizational communication and coordination.

E.6	Ensure full information technology support and services.
	Focus Area F
F.1	Provide needed health/risk information to the public and key partners during a terrorism event by establishing critical baseline information about the current communication needs and barriers within individual communities, and identifying effective channels of communication for reaching the general public and special populations during public health threats and emergencies.
F.2	Identify, develop and improve crisis and emergency-risk communication planning with respect to the needs of special populations, cultural and psychological aspects of crisis communication, and communication barriers to effective public health response during public health emergencies including terrorism, infectious disease outbreak and other public health emergencies.
	Focus Area G
G.1	Ensure the delivery of appropriate education and training to key public health professionals, infectious disease specialists, emergency department personnel, and other healthcare providers in preparedness for and response to bioterrorism, other infectious disease outbreaks, and other public health threats and emergencies, either directly or through the use (where possible) of existing curricula and other sources, including Centers for Public Health Preparedness, schools of public health and medicine, academic health centers, CDC training networks, and other providers.
G.2	Ensure that public and private health professionals and other members of the community are identified in advance and can be effectively trained to mobilize and respond during a public health emergency.
G.3	Provide directly or through other organizations the ongoing systematic evaluation of the effectiveness of training, and the incorporation of lessons learned from performance during bioterrorism drills, simulations, and events.

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 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, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-111, "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 than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

7460020708 2005-13

Application or Contract Number

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

Organization Name and Address

332 W COMMERCE ST STE 307

SAN ANTONIO, TX 78205-2489