

Gwen J. Sims, MEd, RD, LD
Interim Executive Director
2223 West Loop South
Houston, Texas 77027
Tel: (713) 439-6000
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Michael A. White,
D.V.M., M.S
Director,
Veterinary Public Health
612 Canino Rd.
Houston, Texas 77076
Tel: (713) 999-3191
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COVID-19 ITEM

April 14, 2021

The Honorable Judge Lina Hidalgo
and Commissioners Court
Harris County Administration Building
1001 Preston, Room 938
Houston, Texas 77002

Dear Court Members:

We respectfully request permission for Harris County Public Health (HCPH) to accept the award from Council of State and Territorial Epidemiologists / Pilot Project of Surveillance and Investigation of SARS-CoV-2 in Animals in the amount of \$50,000.00. The funding period begins April 28, 2021 and ends July 31, 2021.

If you have any questions or concerns regarding this matter, please contact Dr. Michael A. White, HCPH Director of Veterinary Public Health Division at (832) 927-1101 or Michael.White@phs.hctx.net.

Sincerely,

A handwritten signature in blue ink that reads "Gwen J. Sims".

Gwen J. Sims, MEd, RD, LD
Interim Executive Director

HCPH is the local public health agency for the Harris County, Texas jurisdiction. It provides a wide variety of public health activities and services aimed at improving the health and well-being of the Harris County community.

Follow HCPH on Twitter [@hcphtx](https://twitter.com/hcphtx) and like us on [Facebook](https://www.facebook.com/hcphtx)



HARRIS COUNTY, TEXAS

Office of Budget Management 1001 Preston; Suite 500 Houston, TX 77002 713-274-1135
Grants Coordination Section - Conveyance Form Application ☐ Award ☒

Department Name / Number	DUNs	Grant Title
Public Health Services - 275	072206378	Pilot Project of Surveillance and Investigation of SARS-CoV-2 in Animals
Funding Source: U.S. Department of Health & Human Services: CFDA# 93.317	Grant Agency: Council of State and Territorial Epidemiologists	
Program Year: 1 st	Program Ending:	
Grant Begin Date: 04/28/2020	Grant End Date: 07/31/2021	
Grant Org. Key: 100001000000962	If applicable, Prior Year Org. Key: N/A	

Grant Description:

Funded by the National Center for Emerging and Zoonotic Infectious Diseases/Centers for Disease Control via the Council of State and Territorial Epidemiologists, the purpose of this grant is to develop understanding of SARS-CoV-2 in animals by piloting coordinated and systematic surveillance for SARS-CoV-2 infections in animals in the United States.

	Total Budget	Grant Funded	County Funded
Salary & Benefits	\$0.00	\$0.00	\$0.00
Non-Labor	\$50,000.00	\$50,000.00	\$0.00
Sub Tot. Incremental Cost	\$50,000.00	\$50,000.00	\$0.00
Indirect Cost	\$0.00	\$0.00	\$0.00*
TOTALS	\$50,000.00	\$50,000.00	\$0.00

* under development

Full Time Equivalent Positions

% of Positions Paid by Grant

Date Guidelines are Available

Grant Submittal Deadline Date

Grant Discussion:

This award relates to an application that was authorized by Commissioners Court on 8/25/20. The purpose of the award is to allow the County to participate in a program to conduct care-based and event-based surveillance for SARS-CoV-2 infections in animals in the United States. There is no match requirement.

County Funded Cost Projection

Year	Required	Discretionary
2022	-	-
2023	-	-
2024	-	-
2025	-	-
2026	-	-

Completed by : ll Cadow, Eric

Reviewed by : JO Reed

Date : 4/20/2021

Date : 4/20/21

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, Met in a regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____,

with the following members present:

Judge Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent: _____,

constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING HARRIS COUNTY PUBLIC HEALTH to accept an award from Council of State and Territorial Epidemiologists for the Pilot Project of Surveillance and Investigation of SARS-CoV-2 in Animals.

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that the County Judge is authorized to approve Harris County Public Health to accept an award from Council of State and Territorial Epidemiologists for the Pilot Project of Surveillance and Investigation of SARS-CoV-2 in Animals in the amount of \$50,000.00. The funding period begins April 28, 2021 and ends July 31, 2021.

The documents are attached hereto and incorporated herein and incorporated as if set out in full word for word. Harris County is authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.



GENERAL FIRM FIXED SUBAWARD AGREEMENT

RECIPIENT: Council of State & Territorial Epidemiologists (CSTE) 2635 Century Parkway NE., Suite 700 Atlanta, GA 30345-3112 Federal Awarding Agency: Centers for Disease Control and Prevention Recipient Federal Award No.: 5 NU38OT000297-02 CFDA# 93.421	SUBRECIPIENT: Harris County Public Health 2223 West Loop South Houston, TX 77027 (713) 439-6000 DUNS#072206378
CSTE AUTHORIZING OFFICIAL: Janet Hamilton, MPH Executive Director	SUBRECIPIENT AUTHORIZING OFFICIAL: Gwen J. Sims Interim Executive Director Harris County Public Health
CSTE PROJECT MANAGER: Ashley Vineyard Program Analyst II (770) 458-3811 avineyard@cste.org	SUBAWARD PRINCIPAL INVESTIGATOR (PI): Amanda Hall, DVM, MPH Zoonosis Veterinarian 2223 West Loop South Houston, TX 77027 (832) 927-1106 Amanda.hall@phs.hctx.net
PROJECT/PRODUCT DESCRIPTION (See Article I and Statement of Work, Attachment I for details): Recipient hereby awards a fixed amount Subaward (as determined by 2 CFR 200.330), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment I. CSTE, in collaboration with the Centers for Disease Control and Prevention (CDC) and National Association of State Public Health Veterinarians (NASPHV), seeks to pilot coordinated and systematic surveillance for SARS-CoV-2 infections in animals in Harris County, Texas as part of a broader effort to better understand SARS-CoV-2 infections in animals across the United States.	
Is this an award for research and development? No	

DELIVERABLES:

Additional details on deliverables are in Attachment I.

- Establish case-based animal surveillance for SARS-CoV-2.
- Establish event-based animal surveillance for SARS-CoV-2.
- Follow published CDC guidance for reporting and notification of investigation events, which includes immediate notification for test-positive animals and routine notification of case investigation outcomes.
- Identify and document existing mechanisms and legislation related to emerging zoonotic diseases that support sustained surveillance efforts including for animals.
- Participate in regularly scheduled conference calls and provide regular progress updates with CSTE, NASPHV, and CDC subject matter experts.
- Submit quarterly and final reports to include preliminary and final surveillance findings, lessons learned, and recommendations for best practices on how to effectively integrate SARS-CoV-2 animal surveillance into established surveillance and data systems.

**PERIOD OF PROJECT
PERFORMANCE:**

Start Date: 9/28/2020

End Date: 7/31/2021

TYPE OF SUBAWARD & SUBAWARD PRICE: Fixed Price Agreement shall be for \$50,000.00 (See Article II & III)

PAYMENT TERMS (See Article IV): Note: Payment will only be made upon receipt and approval of invoice.

Recipient shall provide funding in accordance with the Payment Schedule as shown in Attachment I.

All invoices shall be submitted using Subrecipient's standard invoice, and shall include the deliverable completed, milestone payment amount, and Purchase Order (PO) number. Invoices that do not reference PO number shall be returned to Subrecipient. Submission of the final invoice serves as certification as required in 2 CFR 200.415 (a). In submission of final invoice, Subrecipient confirms completion of all deliverables. Invoices and questions concerning invoice receipt or payments shall be directed to the Party's Project Manager or PI.

No grant funds shall be spent on indirect costs.

TERMS AND CONDITIONS: See Articles I through XXIX included as a part of this Agreement for applicable Terms and Conditions.

DocuSigned by:

Janet Hamilton 3/26/2021
 Janet Hamilton
 Executive Director
 Council of State & Territorial Epidemiologists

 Una Hidalgo

 DATE

Harris County Judge

Gwen J. Sims
 Gwen J. Sims
 Interim Executive Director
 Harris County Public Health

3/30/2021
 DATE

Randy Keenan
 Randy Keenan
 Assistant County Attorney
 File ID: 21GEN0884

3/19/2021

DATE

P.O.# 7472

SUBAWARD TERMS AND CONDITIONS

Article I – Statement of Work

More details are set forth in Subrecipient's Statement of Work as appended hereto as Attachment I.

Article II – Cost

- A. The total price to CSTE for the performance of this Subaward Agreement with Subrecipient shall be for \$50,000.00 unless changed by written amendment to this Agreement. All funding shall be contingent upon the availability of funds from the CDC (*Cooperative Agreement No. NU38OT000297-02*).
- B. Subrecipient agrees to comply with all requirements, rules and regulations of 2 CFR 200, Subparts A-D, F.
- C. Subrecipient agrees to abide by the Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning of the date of the period of the performance or as amended found at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>
- D. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313. e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

Article III – Type of Award

This Agreement is a Fixed Price subaward.

By signing this Agreement, Subrecipient understands and agrees that this is not a Research and Development grant.

Article IV - Payment

- A. Recipient shall provide funding in accordance with the Invoice Schedule as shown in Attachment I. All invoices shall be submitted using Subrecipient's standard invoice, and shall include the deliverable completed, milestone payment amount, and PO number. Invoices that do not reference Recipient Purchase Order number shall be returned to Subrecipient. Submission of the final invoice serves as certification as required in 2 CFR 200.415 (a).
- B. Invoices and questions concerning invoice receipt or payments shall be directed to the following contacts:

Ashley Vineyard, MPH
Program Analyst II
Council of State and Territorial Epidemiologists
2635 Century Parkway NE.,
Suite 700
Atlanta, GA 30345-3112
avineyard@cste.org

- C. Payment shall be made by CSTE within thirty (30) days of receipt of proper invoice. All checks should be made payable to:

Harris County Public Health

and mailed to:

2223 West Loop South
Houston, TX 77027
(713) 439-6000

Article V – COVID-19 Funded

The funds for this subaward are made available by the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); by which, as the same might apply to the use of funds provided hereunder, the:

- A. Subrecipient agrees to the following:
 - a. Comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19;
 - b. In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction/or appropriate public health measures (e.g. social distancing, home isolation); and
 - c. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation
- B. Subrecipient agrees to provide CDC copies of and/or access to COVID-19 data collected with these funds in accordance with 45 CFR 75.322.
- C. Subrecipient agrees and understands that the award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19
- D. To the extent applicable, Subrecipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19.

Article VI – Publicity

No Party will use the name of any other Party in any publicity, advertising, or news release without the prior written approval of an authorized representative of that Party.

Article VII – Governing Laws

This Agreement shall be governed and construed in accordance with laws of the State of Georgia.

Article VIII – Regulatory Compliance

- A. If Subrecipient disburses any funds received pursuant to this award it must include all mandatory federal requirements in its subawards and contracts.
- B. The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (uniform grant guidance), all relevant and applicable laws and regulations of federal, state, and local governments/agencies, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls and maintain necessary source documentation for all costs incurred.
- C. If applicable, Subrecipient assures that adequate safeguards shall be taken whenever using human subjects in research projects and an institutional review committee composed of sufficient members with varying backgrounds to assure complete and adequate review of projects involving the use of human subjects has reviewed and approved the projects. Subrecipient will abide by all applicable provisions of the U.S. Department of Health and Human Services regarding the use of human subjects.

Article VIX – Rights in Data, Publication, and Copyright

CSTE and Subrecipient jointly own the rights in data, publication and all copyrights resulting from any publications related to this activity.

Each Party further agrees to acknowledge the other Party's participation in the Project in scholarly publications, in listings of sponsored research projects, and for other academic purposes. Federal grant and cooperative agreement funds and support shall be acknowledged, as appropriate and directed by the CDC, in any publication written or published by Subrecipient, for the purpose of reporting the results of or describing a federal grant or cooperative agreement supported activity.

The acknowledgement shall include the following information: "This publication (journal article, etc.) was supported by Cooperative Agreement number XXXXXXX from The Centers for Disease Control and Prevention (CDC) and CSTE and does not necessarily represent the views of CDC and CSTE", where "XXXXXX" is the Cooperative Agreement No. referred to in Article II. A. above.

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions.

The provisions of this Article shall survive the expiration or termination for any reason of this Agreement.

Article X – Intellectual Property

CSTE's existing and/or already conceived inventions, discoveries, patents, products, or other information developed in whole or part in connection with this Agreement shall be the exclusive property of CSTE in accordance with 37 CFR Part 401.

Article XI – Termination

- A. Either Party may terminate this Agreement hereto by giving written notice to the other Party seven (7) days in advance of a specified date of termination.
- B. This Agreement will be automatically terminated in the event that funds under the federal award are discontinued by the awarding agency for any reason. Such termination will take effect upon receipt of written notice to Subrecipient from CSTE. If there is a need to settle on an early termination, partial payment up to the termination date would be determined upon review of the Subrecipients records.
- C. If Subrecipient fails to perform to CSTE's satisfaction any material requirement of this Agreement or is in violation of a material provision of this Agreement, CSTE may either: (a) terminate the Agreement with written notice, effective immediately or (b) enforce the terms and conditions of the Agreement.
- D. Upon receipt of such notice from CSTE, Subrecipient shall take all necessary action to cancel outstanding purchase orders and other commitments relating to the project under this Agreement and shall exercise reasonable diligence to cancel or redirect commitments for personnel services to its other activities and operations.
- E. CSTE shall remain liable for all cost incurred under this Agreement, including any of the above-mentioned commitments entered into by Subrecipient in good faith prior to the receipt of the termination notice. Upon payment of such costs, CSTE shall be entitled to, and Subrecipient agrees to deliver, the information and items, which, if the Agreement had been completed, would have been required to be furnished to CSTE.

Article XII – Non-Solicitation Agreement

During the term of this Agreement and for one (1) year thereafter, Subrecipient will not offer work to, solicit or induce for employment, employ, or contract with, personnel of CSTE, without first obtaining the written consent of applicable CSTE Managing Directors.

Article XIII – Independent Contractor

- A. In the performance of all services hereunder neither Party is to be deemed to be an employee of the other Party.
- B. No Party is authorized or empowered to act as agent for any other for any purpose and shall not on behalf of any other enter into any contract, warranty, or representation as to any matter. None shall be bound by the acts or conduct of the other.

Article XIV – Indemnification

- A. To the extent permitted by law, CSTE assumes all risk of liability with respect to its performance of any activities relating to this project, other than liability arising out of an act or omission of Subrecipient, and shall hold Subrecipient harmless from all liability arising out of acts or omissions of CSTE, its employees and agents.
- B. To the extent permitted by law, Subrecipient assumes all risk of liability with respect to its performance of any activities relating to this project, other than liability arising out of any act or omission of CSTE, and shall hold CSTE harmless from all liability arising out of acts or omissions of Subrecipient, its employees and agents.

Article XV – Nondiscrimination, Anti-Racism and Affirmative Action

Subrecipient acknowledges and agrees that it has implemented, or will commit to implement, policies strictly prohibiting discrimination, harassment, and bullying based on race, color, or national origin, including as it relates to hiring, promotion, pay, benefits, and other employment-related activities.

Subrecipient certifies that it has an active program for compliance with all applicable state and federal regulations, executive orders and legislation concerning non-discrimination, equal opportunity, or affirmative action, and that, whenever required, valid assurances of compliance are on file with the cognizant enforcement agency. Whenever applicable, the above statement of certification includes, but is not necessarily limited to, the following Acts:

- Title IV of the Civil Rights Act of 1964
- Executive order 11246, "Equal Employment Opportunity," as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor
- Title VII of the Civil Rights Act of 1964 as amended by the EEO Act of 1972
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975, as amended
- Affirmative Action Obligations of Contractors and Subrecipients for Disabled Veterans and Veterans of the Vietnam Era, Sub-part A, Paragraph 60-250.4
- Title IX of the Higher Education Act of 1972

Article XVI – Subrecipient Certifications

A. Debarment and Suspension

Subrecipient certifies to the best of its knowledge and belief that it is not presently debarred, suspended, or proposed for debarment or declared ineligible, or otherwise excluded from participation by any Federal Agency, in accordance with OMB Guidelines (53 FR19161-19211).

B. Certification of Non-Delinquency of Federal Debt

Subrecipient certifies that it is in compliance with the Non-Delinquency on Federal Debt criteria, in accordance with OMB Circular A-129.

C. Certification of Drug-Free Workplace

Subrecipient certifies that it has implemented appropriate policy in accordance with the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F.

D. Certification Regarding Lobbying

Subrecipient understands that all costs of influencing activities associated with obtaining grants, contracts, or cooperative agreements, or loans is an unallowable cost. Lobbying with respect to certain grants, contracts, cooperative agreements, and loans is governed by relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying" published on February 26, 1990, including definitions, and the Office of Management and Budget "Government wide Guidance for New Restrictions on Lobbying" and notices published on December 20, 1989, June 15, 1992, and January 19, 1996.

Subrecipient certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

E. Conflicts of Interest

Subrecipient certifies that it has established a Conflict of Interest Policy that complies with all requirements, rules and principles of 60 FR 35810, Part III incorporated herein by reference.

F. Misconduct in Science

Subrecipient certifies that it has established administrative policies as required by 42 CFR § 93.103.

G. Certification Against Prostitution and Sex Trafficking

Subrecipient certifies that none of the funds made available under this Agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision of individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and when, proven effective, microbicides. 22 USC §§ 7601 et seq. ("the Leadership Act")

By accepting this award, the Subrecipient agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children as required by Section 7631(f).

Article XVII – Changes

The Agreement may be modified or amended if the amendment is made in writing and signed by both Parties.

Article XVIII – Retention and Access to Records

Subrecipient shall retain all records pertinent to program activities and financial expenditures incurred under this Agreement for a period of 3 years after the date of submission of the final expenditure report under this award. Notwithstanding the above, if there are litigation, claims, audits, negotiations, written notification from the federal program or cognizant agencies or the pass-through entity, or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, whichever occurs later.

Subrecipient agrees to provide CSTE, the Comptroller General of the United States, and if appropriate, the State, through their duly authorized representative, access to and the right to examine all records, books, papers, or documents which are related to this project.

Article - XXIX – Clean Air Act and Federal Water Pollution Control Act

If the agreed to price of this Agreement exceeds \$100,000, Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq.

Article XX – Debt Collection

HHS Claims Collection Regulations (45 CFR Part 30, Subpart B) provides for interest and penalties on all delinquent debts and will be applicable to this Agreement if debt collection becomes necessary.

Article XXI – Smoke-Free Workplace

Subrecipient agrees to provide a smoke-free workplace and promote the nonuse of tobacco products. Workplace is defined to mean office space (including private offices and other workspace), conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias, and other public space.

Article XXII – Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS)
Subrecipient must disclose, in a timely manner in writing to CSTE (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. (45 CFR 75.113)

Disclosures must be sent in writing to the CSTE and to the HHS OIG at the following addresses:

CSTE Office of Grants and Contracts

Jackie McClain, Senior Grants Manager

2635 Century Parkway Suite 700

Atlanta GA 30345

Email: jmccclain@cste.org

U.S. Department of Health and Human Services Office of the Inspector General:

ATTN: Mandatory Grant Disclosures, Intake Coordinator

330 Independence Avenue, SW Cohen Building, Room 5527

Washington, DC 20201

Fax: (202)-205 0604

(Include “Mandatory Grant Disclosures” in subject line) or

Email: MandatoryGranteeDisclosures@oig.hhs.gov

Article XXIII – Financial Audit

Subrecipient is subject to audit requirements as set forth in 2 CFR 200, Subpart F.

Per 2 CFR 200.501-200.521, Subrecipient certifies that it will, to the extent permitted by law, provide notice of any adverse findings which impact this Subaward and will provide access as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Article XXIV – Monitoring Plan and Reporting

CSTE will monitor Subrecipient to ensure compliance with program requirements and identify any failures in the administration and performance of the Agreement.

These reports to be submitted at least on a quarterly basis or as defined in Attachment I, shall address work plan project activities for the previous time period, progress status, and any potential problems. In addition, Subrecipient shall report significant problems that impact the progress of scheduled work as these problems are encountered (i.e., commensurate with or independent of the quarterly progress reports, as necessary). Subrecipient shall communicate in advance anytime there will be a delay in the timeliness of reporting or a change in the PI. To the extent that CSTE requires additional information to be included in these reports, it must request such information from Subrecipient not less than ten (10) days before the report is due.

Article XXV-Risk Assessment, Specific Conditions and Remedies

CSTE has conducted a risk assessment and determined the Subrecipients level of risk as Low. Risk assessments may be repeated throughout the project period. If the risk assessment level is concluded to be high at any time, CSTE may require additional conditions and reporting requirements by the Subrecipient per §200.207.

In the event of noncompliance or failure to perform, CSTE has the authority to apply remedies, as defined in the Uniform Guidance (§200.338), including, but not limited to: temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate.

Article XXVI- CLOSEOUT OF AWARD

CSTE will close out the award when it determines that all applicable administrative actions, all required work of the Agreement have been completed and all deliverables have been submitted by the Subrecipient. Closeout procedures will be in accordance with 2 CFR § 200.343. Activities during the close-out period may include, but are not limited to:

- A. The Subrecipient must submit all financial, performance, and other reports by the due dates specified in Attachment I of this Agreement
- B. The Subrecipient must fulfill its audit responsibilities as specified in Article XXII above.

Article XXVII – Confidentiality

Both Parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other Party's business. Both Parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Notwithstanding anything to the contrary, the Parties acknowledge that Harris County is subject to the Texas Public Information Act and will disclose information in accord with that Act and opinions of the Texas Attorney General.

Article XXVIII – Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Article XXIX - Warranty

Subrecipient shall provide that any services provided under this Agreement will meet, or exceed, the local standard of similar service providers in the community. Further, any products provided under this Agreement shall meet the merchantability and fitness standards for the intended purpose.

[SIGNATURES ON NEXT PAGE]

IN WITNESS, WHEREOF, the Parties certify by the undersigned authorized agents that they have read this Agreement and agree to be bound by its Terms and Conditions.

Council of State and Territorial Epidemiologists

BY:

Janet Hamilton

879C8F317AF847B

(AUTHORIZED SIGNATURE)

Janet Hamilton, MPH

(NAME)

Executive Director

(TITLE)

3/26/2021

(EXECUTION DATE)

Harris County

BY:

(AUTHORIZED SIGNATURE)

Lina Hidalgo

(NAME)

Harris County Judge

(TITLE)

(EXECUTION DATE)

By:

Gwen J. Sims

(AUTHORIZED SIGNATURE)

Gwen J. Sims

(NAME)

Interim Executive Director

(TITLE)

3/30/21

(EXECUTION DATE)

BY:

Randy Keenan

(AUTHORIZED SIGNATURE)

Randy Keenan

(NAME)

Assistant County Attorney

(TITLE)

3/19/2021

(EXECUTION DATE)



ATTACHMENT I to FIXED PRICE SUBAWARD AGREEMENT

- 1. Name:** Harris County Public Health or "Subrecipient"
- 2. Method of Selection:** Competitive Bid
- 3. Period of Performance:** 9/28/2020 To 7/31/2021
- 4. Invoice Schedule**

All invoices shall be submitted using Subrecipient's standard invoice, according to the schedule below and shall include the deliverable completed, milestone payment amount, and Subrecipient Purchase Order (PO) number. Invoices that do not reference Recipient PO number shall be returned to Subrecipient.

Upon contract initiation: \$20,000 (40%)

Upon submission of quarterly report by February 5, 2021: \$10,000 (20%)

Upon submission of quarterly report by April 16, 2021: \$10,000 (20%)

Upon submission of final report by July 31, 2021: \$10,000 (20%)

Certification: Submission of final invoice serves as certification as required in 2 CFR 200.415 (a).

- 5. Scope of Work:**

Based on the limited information available to date, the risk of animals spreading COVID-19 to people is considered to be low. However, studies have shown that certain species are susceptible to SARS-CoV-2 including non-human primates, cats, mink, ferrets, and hamsters. Laboratory transmission studies have also shown that cats are capable of spreading the virus to other cats in the same room. Community transmission from humans to animals has been documented in several countries, and includes dogs, cats, mink, lions and tigers. While as-of-yet unconfirmed, there are several reports of animal-to-human transmission in the Netherlands (mink) and Germany (cat).

Numerous laboratories in the United States are currently testing animals for SARS-CoV-2, including private, research, and public laboratories. There are currently no Federal requirements for reporting or notification of test results, which has limited CDC and USDA efforts to characterize the extent of testing and role of animals in SARS-CoV-2 transmission. In May and June 2020 CDC released guidance for testing animals and for the case investigation of test-positive animals.

Balancing the use of resources (material and personnel) to conduct animal testing along with the need to better understand the risk animals play in transmission of this virus is necessary to determine appropriate public health and animal health recommendations. To help address this gap, Harris County Public Health will work with CSTE, the Centers for Disease Control and Prevention (CDC) and National Association of State Public Health Veterinarians

(NASPHV), to pilot coordinated and systematic surveillance for SARS-CoV-2 infections in animals in the United States.

Harris County Public Health has created a program titled "COVID-19 Response Program" (CRP) for all COVID-19 surveillance. COVID-19 human case investigators will implement a "check-box" as part of their protocol; COVID+ persons may indicate if they "own any dogs or cats that live in [their] residence?" and if they are "interested in having their pet(s) tested for SARS-CoV-2". When an individual responds yes to both questions, the case investigator will forward their contact information to HCVPH-Zoonosis. The team will then contact the individual to gather additional info and set an appointment for sample collection. A consent form will be emailed prior to the appointment if email is available, otherwise, paperwork will be given at the time of the appointment. Each household and participating animal(s) will be given a unique ID. Upon arrival at the household on the specified appointment date, HCVPH-Zoonosis will don full PPE and call the pet owner to inform them of their arrival. The pet owner will be instructed to wear a mask and to bring one animal out at a time. The animal will be restrained, 3-5mL of whole blood, an oropharyngeal swab, a nasopharyngeal swab, and a rectal swab will be obtained. If an animal is fractious, sedation may be offered. Each sample will be labeled with the animal ID, household ID, and sample date. If sedated, the animal will be given a reversal agent and veterinarian will remain on site until the patient is awake. Upon obtaining samples the owner will be given a copy of the consent form. The samples will be placed in a cooler, PPE doffed, and the team will travel to the next appointment repeating above procedures (new PPE at each location). At the end of appointments, samples will be prepped for transport and stored in a biohazard container in a refrigerator designated only for those samples. The samples will be transported to the Hamer Lab in College Station, TX within 72 hours of collection where the lab will perform PCR and Antibody testing on the samples from each animal. If a test is found positive, the Hamer lab will send the sample to NVSL for confirmation. If confirmed, the owner of the pet will be informed of the positive status and told to isolate the animal. This approach, along with keeping in touch with the Texas Animal Health Commission to monitor any private veterinary clinics testing animals, is the most sustainable model for a diverse community, such as Harris County. In this pilot project, the aim is to determine how likely individuals are to pursue testing on their animals, specifically those that are asymptomatic, and to develop a potential pricing and testing schematic for both aspects of veterinary communities: private clinics and shelters.

a. Objectives:

- Establish surveillance and investigation activities for SARS-CoV-2 in animals including companion animals
- Establish a One Health collaboration mechanism to ensure coordinated animal case detection, investigation, and guidance development incorporating relevant partners from human, animal, and environmental health agencies at the state and local level.
- Understand the role of animal transmission in SARS-CoV-2 in the United States
- Identify existing mechanisms and legislation related to emerging zoonotic diseases that can support sustained surveillance efforts including for animals

b. Deliverables:

To meet the above-mentioned objectives, Harris County Public Health will be required to:

- Establish case-based animal surveillance for SARS-CoV-2
 - Conduct case-based surveillance for SARS-CoV-2 in animals through case-based investigation according to CDC's protocol - Toolkit: One Health Approach to Address Companion Animals with SARS-CoV-2 (<https://www.cdc.gov/coronavirus/2019-ncov/animals/toolkit.html>)
- Establish event-based animal surveillance for SARS-CoV-2
 - Conduct event-based surveillance in high risk congregate settings after sentinel human or animal case according to the attached surveillance protocol (CDC has developed a protocol that is available upon request)
 - Examples of high-risk congregate settings may include, but are not limited to: animal shelters, long-term care facilities, cat cafes
- Follow published CDC guidance for reporting and notification of investigation events, which includes immediate notification for test-positive animals and routine notification of case investigation outcomes.
- Identify and document existing mechanisms and legislation related to emerging zoonotic diseases that can incorporate animals (companion animals, livestock, wildlife) into pandemic preparedness plans and support sustained surveillance efforts including for animals
- Participate in regularly scheduled conference calls with awardees, CSTE, NASPHV, and CDC subject matter experts for the duration of the project period.
- Provide regular progress updates via conference calls and/or written reports and invoices to CSTE.
- Submit quarterly and final reports to include preliminary and final surveillance findings, lessons learned, and recommendations for best practices on how to effectively integrate SARS-CoV-2 animal surveillance into established surveillance and data systems.

c. Timeline:

February 5, 2021	Quarterly Report Due
April 16, 2021	Quarterly Report Due
July 31, 2021	Final Report Due

6. Methods of Accountability, Monitoring Plan & Reporting:

Regular communications will occur between the Subrecipient and CSTE. Invoices for all contract activities will be required. The Subrecipient will be responsible for forwarding to CSTE the written technical and financial reports that are agreed upon as being required under this agreement. These reports may include data generated during the reporting period, progress associated with project, timeliness for completion of project, problems associated with the project, and projections and recommendations for the remainder of the project.

Monitoring activities will include at a minimum:

- a. Reviewing Subrecipient written progress reports according to the Timeline in Paragraph 5.c. above.

- b. Scheduled conference calls and use other means of communication such as email to monitor progress.

7. Roles and Responsibilities

- a. **CSTE Responsibilities:** During the established project period, CSTE will:
 - i. Serve as the Subrecipient's principal point of contact.
 - ii. Facilitate work and provide avenues for communication between the Subrecipient and stakeholders, including CDC, NASPHV and subject matter experts.
 - iii. Monitor the terms of the Agreement.
 - iv. Fund according to the terms of the Agreement.
 - v. Provide information about the progress of the program to the CSTE Executive Board.
- b. **Subrecipient Responsibilities:** The Subrecipient will have primary responsibility for the following:
 - i. Accomplish the objectives and deliverables listed in this Agreement.
 - ii. Provide updates to CSTE about the project progress as needed.
 - iii. Be available through multiple avenues for feedback and discussion (conference calls, email, etc.) on a regular basis, or as needed.
 - iv. Complete the final report and other deliverables as described in the Agreement.
 - v. Invoice CSTE according to the terms of the Agreement.

Russell, Molly (PHS)

From: Johnston, Marissa (PHS)
Sent: Thursday, September 24, 2020 4:14 PM
To: White, Michael (PHS); Smith, Sarah (PHS); Hall, Amanda (PHS)
Subject: FW: Notice of Award: Pilot Project for Surveillance and Investigation of SARS-CoV-2 in Animals

From: Ashley Vineyard <avineyard@cste.org>
Sent: Thursday, September 24, 2020 3:11 PM
To: Johnston, Marissa (PHS) <Marissa.Johnston@phs.hctx.net>
Cc: Meredith Lichtenstein <mlichtenstein@cste.org>
Subject: Notice of Award: Pilot Project for Surveillance and Investigation of SARS-CoV-2 in Animals

Good afternoon Marissa,

Congratulations, Harris County Public Health has been selected to participate in the Pilot Project for Surveillance and Investigation of SARS-CoV-2 in Animals for the amount of \$50,000 in collaboration with the Centers for Disease Control and Prevention (CDC) and the Council of State and Territorial Epidemiologists (CSTE). The project period for this award will be September 28, 2020 through July 31, 2021.

CSTE receives funding for this project through the CDC cooperative agreement number: NU38OT000297-03. All awards pursuant to this project are subject to availability of funds. A contract between CSTE and Harris County Public Health will be initiated after September 28, 2020 payable through a fixed price contract. Harris County Public Health will receive electronic copies of the contract documents from CSTE for review. Execution of the contract will be conducted through DocuSign. The expected budget period will begin on September 28, 2020 and end on July 31, 2021.

We will be in touch soon to schedule a kickoff call with project partners. If you have any questions, please do not hesitate to contact Ashley Vineyard (avineyard@cste.org) or 770-458-3811.

Thank you and looking forward to working with you!

Ashley Vineyard, MPH
Program Analyst II



Council of State and Territorial Epidemiologists

"Using the power of epidemiology to improve the public's health"

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2635 Century Parkway NE, Suite 700, Atlanta, GA 30345

Tel: 770.458.3811 | Fax: 770.458.8516

Documents with personal data and/or confidential information must be sent to CSTE's national office only through a secure ShareFile request and not through regular email.