

## DEPARTMENT OF STATE HEALTH SERVICES



This contract, number **2009-031071** (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and **HIDALGO COUNTY** (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is **\$194,741.00**, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on **06/01/2009** and ends on **11/30/2009**. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
  - a. Core Contract (this document)
  - b. Program Attachments:  
  
**2009-031071-001 Community Preparedness Section/Bioterrorism Discretionary Fund Projects Phase 1**
  - c. General Provisions (Sub-recipient)
  - d. Solicitation Document(s), and
  - e. Contractor's response(s) to the Solicitation Document(s).
  - f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY

Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281  
EDINBURG, TX 78539-6243

Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY

By: \_\_\_\_\_  
Signature of Authorized Official

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Bob Burnette, C.P.M., CTPM

\_\_\_\_\_  
Printed Name and Title

Director, Client Services Contracting Unit

\_\_\_\_\_  
Address

1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756

\_\_\_\_\_  
City, State, Zip

(512) 458-7470

\_\_\_\_\_  
Telephone Number

Bob.Burnette@dshs.state.tx.us

\_\_\_\_\_  
E-mail Address for Official Correspondence

DOCUMENT NO. 2009-031071-  
PROGRAM ATTACHMENT NO. 001  
PURCHASE ORDER NO.

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: CPS-BIOTERRORISM DISCRETIONARY FUNDS PHASE 1

TERM: JUNE 1, 2009 THRU: NOVEMBER 30, 2009

**SECTION I. STATEMENT OF WORK:**

Contractor will perform activities in accordance with the specifications herein in support of the Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness (PHEP) Budget Period 9 Goals by implementing approved projects which resolve identified gaps in or enhance local preparedness. These projects are funded by budget carryover from State Fiscal Year 2008 (SFY08) to CDC Budget Period 9 (Funding Opportunity AA154), and are designed to upgrade and integrate state and local public health jurisdictions' preparedness for and response to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies.

Contractor shall complete two (2) projects in fulfillment of the activities outlined in this Attachment.

On project one (1), contractor shall address an identified PHEP gap in existing communication systems by implementing new, redundant systems to decrease emergency response time within the service area.

Contract will meet the following critical tasks with this project:

- Goal 6 Control; Target Capability 6A Communications; Critical Task 1: Decrease the time needed to provide accurate and relevant public health and medical information to clinicians and other responders;
- Goal 5: Investigate; Target Capability 5A: Epidemiological Surveillance and Investigation; Critical Task 1: Increase the use of efficient surveillance and information systems to facilitate early detection and mitigation of disease.
- Goal 6: Control; Target Capability 6A: Communications; Critical Task 4: Ensure communications capability using a redundant system that does not rely on the same communications infrastructure as the primary system.
- Goal 4: Detect/Report; Target Capability 4A: Intelligence Integration & Analysis; CT 4: Improve effectiveness of health intelligence and surveillance activities. Performance Measure: To have the capability to conduct investigations at surveillance locations quickly.

On project two (2), contractor shall address an identified PHEP gap by providing PHEP training and Information Technology (IT) training for software employed in PHEP activities.

Contractor shall meet the following Critical Tasks with this project:

- Goal 1: Prevent 1A: Target Capability: Planning CT3: Improve regional, jurisdictional, and state all-hazard plans (including those related to pandemic influenza) to support response operations in accordance with National Incident Management System (NIMS) and the National Response Plan (NRP).
- Goal 6: Control: Target Capability 6A: Communications; CT6: Increase the use of tools to provide telecommunication and information technology to support public health response.
- Goal 6: Control: target Capability 6E: Mass Prophylaxis: CT 2: Decrease time to provide prophylactic protection and /or immunizations to all responders, including non-governmental personnel supporting relief efforts.

Contractor shall provide services in the following county(ies)/area: Hidalgo, San Patricio, Cameron, and Nueces.

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

- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment.

This is an interlocal agreement under Chapter 791 of the Government Code.

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

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

- Budget Period 9 funding for continuation of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement guidance (dated September 21, 2007);
- Contractor's Discretionary Funding Project Applicant Project Summary and Budget Detail; and
- Preparedness Program Guidance(s) as provided by DSHS.

## **SECTION II. PERFORMANCE MEASURES:**

For project one (1), contractor shall:

- 1) Purchase and install a communication trunking upgrade in order for Contractor's current radio communication system to meet Project 25 interoperability and federal standards.
- 2) Install and test a microwave point-to-point communications system and ensure it meets Emergency Medical Services (EMS) Capacity Tracking requirements including interoperability between Hidalgo County Emergency Operation Center and Preparedness Division local hospitals, and Trauma Regional Advisory Council V (TRAC-V).
- 3) Test and exercise public health radio communication systems with local partners and adjoining jurisdictions to ensure interoperability to respond on day-to-day infectious disease outbreak incidents and/or large scale public health emergencies.
- 4) Install one (1) Global Positioning System (GPS) receiver in three (3) PHEP vehicles and test to ensure receivers will provide directions to remote areas in the service area.

For project two (2), contractor shall:

- 1) Hold one (1) National Incident Management System (NIMS) 300 course and one (1) NIMS 400 course to train PHEP staff from San Patricio, Cameron, and Nueces counties in DSHS Health Service Region (HSR) 11. The class size will be no larger than 45 individuals.
- 2) Hold one (1) Basic Disaster Life Support (BDLS) course, one (1) Advanced Disaster Life Support (ADLS) course and, one (1) National Disaster Life Support Foundation (NDLSF) course to train PHEP staff from San Patricio, Cameron, and Nueces counties in DSHS HSR 11. The class size will be no larger than 60 individuals.
- 3) Hold one (1) Geographical Information System (GIS) I course and one (1) GIS II course to train PHEP staff from San Patricio, Cameron, and Nueces counties in DSHS HSR 11 on the functionality of the software including visualizing, creating, managing, analyzing geographic data, and mapping projections.
- 4) Train two (2) IT staff from Hidalgo County on SQL server database training to update staff skills and implement the Microsoft SQL server 2008 database.
- 5) Train two (2) IT staff from Hidalgo County on PMWeb Remote to enable the Contractor's IT staff to implement the phone master database. This training will be no more than four (4) hours of training by Internet/website.

- 6) Record and maintain course attendance, post exam scores, and certificates of successful completion for all training provided for each staff member and for each course offered.
- 7) Re-examination fees or repeat course costs are not reimbursable for unsuccessful completion.

All approved equipment must be purchased on or before August 31, 2009.

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

**SECTION III. SOLICITATION DOCUMENT:**

N/A

**SECTION IV. RENEWALS:**

None.

**SECTION V. PAYMENT METHOD:**

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

**SECTION VI. BILLING INSTRUCTIONS:**

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The B-13 can be found at the following link <http://www.dshs.state.tx.us/grants/forms/b13form.doc>. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940  
Texas Department of State Health Services  
1100 West 49<sup>th</sup> Street  
PO Box 149347  
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us).

## **SECTION VII. BUDGET**

### Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SOURCE OF FUNDS: *CFDA* # 93.283

## **SECTION VIII. SPECIAL PROVISIONS:**

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

Contractor shall submit a final report on the completion of performance measures in this Program Attachment to DSHS no later than December 30, 2009, thirty (30) days after the end the contract period, in a format as prescribed by DSHS. The report will be forwarded electronically to [PHP.Contracts@dshs.state.tx.us](mailto:PHP.Contracts@dshs.state.tx.us)

In addition, Contractor shall provide DSHS any other reports, to include but not limited to the progress of activities, copies of detailed receipts or invoices for expenses incurred, that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance.

General Provisions, **Terms and Conditions of Payment** Article, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a monthly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

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

For the purposes of this Program Attachment, funds may not be used for research, reimbursement of pre-award costs, new construction, or to purchase incentive items.

## Categorical Budget:

PERSONNEL	\$0.00
FRINGE BENEFITS	\$0.00
TRAVEL	\$11,765.00
EQUIPMENT	\$119,915.00
SUPPLIES	\$0.00
CONTRACTUAL	\$60,625.00
OTHER	\$2,436.00
TOTAL DIRECT CHARGES	\$194,741.00
INDIRECT CHARGES	\$0.00
TOTAL	\$194,741.00
DSHS SHARE	\$194,741.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$194,741.00

Financial status reports are due: 09/30/2009, 01/29/2010

Equipment List Attached.

# Equipment List

Equipment Total: \$ 119,915.00

Item #	Equipment Description	Units	Unit Cost	Total
1	Communication Trunking Upgrades, Dailey-Wells Communication, EDACS ProVoice to Project 25 Trunked 800MHz: M7100-Vehicle, Interop Rack; P7170-Portable Supervisor, Portable, Desktop; UHF M7100-Interop Rack; VHF M7100-Interop Rack.	1	\$27,953.00	\$27,953.00
2	GPS Receiver. Garmin nuvi 850 GPS Receiver.	1	\$800.00	\$800.00
3	Point to Point Microwave. Motorola PTP400 Lite Broadband Model: BP5430BHC20-2 and BP5430BH20-2. Model RDH4503A Two foot Parabolic dish antenna. Model 2708 Broadband switch.	1	\$51,570.00	\$51,570.00
4	Two-way Radios 800-Portable. Portable Astro Digital XTS5000 Portable 2-way Radio.	4	\$4,949.00	\$19,796.00
5	Two-wya Radios VHF-Portable. Portable Astro Digital XTS5000 Model III Portable 2-way Radio.	4	\$4,949.00	\$19,796.00



# TEXAS DEPARTMENT OF STATE HEALTH SERVICES

## CERTIFICATION REGARDING LOBBYING

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

2009-031071

\_\_\_\_\_  
Application or Contract Number

HIDALGO COUNTY

\_\_\_\_\_  
Organization Name