

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2009-031325 (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 HEALTH DEPARTMENT (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 \$308,291.00, 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:

2009-031325-001 Community Preparedness Section/Bioterrorism Discretionary Fund Projects Phase II
 - 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 HEALTH DEPARTMENT

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. 2009-031325-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO.

CONTRACTOR: HIDALGO COUNTY HEALTH DEPARTMENT

DSHS PROGRAM: Community Preparedness Section/Bioterrorism Discretionary Fund
Projects Phase II

TERM: 06/01/2009 THRU: 11/30/2009

SECTION I. STATEMENT OF WORK:

Contractor shall 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 four (4) projects in fulfillment of the activities outlined in this Program Attachment.

On project one (1), Contractor shall purchase a mobile communication trailer for emergency response. This trailer shall provide a robust communications platform for emergency response activities.

Contractor will meet the following PHEP grant goals and critical tasks: Target Capability (TC) 1A – Planning; Critical Task (CT) 2: Support incident response operations according to all-hazards plan. CT 3: 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) (b) Assure agency's Emergency Operations Center (EOC) meets NIMS incident command structure requirements to perform core functions: communications. TC 2A - Information Gathering and Recognition of Indicators and Warning; CT 3: Decrease the time needed to disseminate timely and accurate national strategic and health threat intelligence. TC 6A - Communications; CT 1: Decrease the time needed to communicate internal incident response information. CT 2: Establish and maintain response communications network. CT 4: Ensure communications capability using a redundant system that does not rely on the same communications infrastructure as the primary system. CT 6: Increase the use of tools to provide telecommunications and information technology to support public health response.

On project two (2), Contractor shall purchase two (2) portable shower stations for use in the event of a disaster or emergency.

Contractor shall meet the following PHEP grant goals and critical tasks: Target Capability (TC) 6C – Responder Safety and Health; Critical Task (CT) 2: Increase compliance with public health, personnel health and safety requirements. TC 6G – Mass Care; CT1: Develop plans, policies, and procedures for the provision of mass care services to general populations and companion animals in coordination with all responsible agencies.

On project three (3), Contractor shall replace and augment current surveillance and planning equipment in order to effectively maintain the protection, promotion, and restoration of the population's health. This new equipment shall also help minimize response time particularly in large coverage areas.

Contractor shall meet the following PHEP grant goals and critical tasks: Target Capability (TC) 2A - Information Gathering and Recognition of Indicators and Warning; Critical Task (CT) 1: Increase the use of disease surveillance and early event detection systems. CT3: Decrease the time needed to disseminate timely and accurate national strategic and health threat intelligence. TC 6A – Communications; CT 1: Decrease the time needed to communicate internal incident response information.

On project four (4), Contractor shall implement data connectivity between its systems and twenty five (25) hospitals for transmission of emergency department encounters. The data connectivity forged through this project shall aid in electronic laboratory reporting and other forms of Health Information Exchange.

Contractor shall meet the following PHEP grant goals and critical tasks: Target Capability (TC) 2A: Information Gathering and Recognition of Indicators and Warning. TC 4A: Health Intelligence Analysis and Production. TC 5A: Epidemiological Surveillance and Investigation.

Contractor shall provide services in the following county/area: Aransas, Bee, Cameron, Hidalgo, Kleberg, Nueces, Refugio, Starr, and Webb.

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 inter-local 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 Application and Budget Detail; and
- Preparedness Program Guidance(s) as provided by DSHS.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment.

For project one (1), Contractor will purchase the following equipment and ensure that all items are integrated into the trailer to function as a mobile communications unit.

The trailer will be of no less than 12 feet with a standard tongue and reinforced roof.

The equipment integrated into the trailer will meet the following specifications:

- 1) Six (6) voice telephone channels with direct-inward-dial phone numbers and voicemail service for the provided voice channels.
- 2) Capability to switch among provided telephone channels.
- 3) Voice conferencing with publicly accessible meeting rooms.
- 4) Quality of Service (QoS) for additional Voice over Internet Protocol (VOIP) phones.
- 5) 802.11G wireless internet service surrounding the immediate vicinity of the trailer (approx. 200yd radius).
- 6) Satellite auto-pointing with internet connectivity delivered at 512KB upload X 512KB download speeds.
- 7) Network Operations Center (NOC) support mode for providing emergency internet connectivity to pre-existing datacenters at Emergency Operation Center.
- 8) At least one (1) channel of videoconferencing, with bridge services for multipoint conferencing.
- 9) Kiosk internet, email and VOIP access via two (2) terminals designed for durability in outdoor conditions.
- 10) Compact, integrated server platform for ad-hoc hosting of apps and custom pre-loaded software.
- 11) Direct Current (DC) power system capable of running minimum services for at least 12 hours, with gas-powered generator backup and recharge system.

- 12) Multicast streaming capability for Internet Protocol (IP) rebroadcast of multimedia images and sound.
- 13) Weather tracking system providing Nexrad radar, forecasts and tide information.

By November 30, 2009, Contractor shall conduct a deployment exercise to evaluate use of the trailer.

For project two (2), Contractor shall purchase two (2) portable shower-sink-toilet trailers with the following specifications:

- 1) Fresh water tank with 340-gallon minimum capacity.
- 2) Onboard water system with 115 gallon capacity.
- 3) Waste water tank of 115 gallon capacity.
- 4) Propane heated water system with two (2) 40 pound propane tanks.
- 5) Light Emitting Diode (LED) waste tank level indicator.
- 6) 5600 BTU heater and 9,000 British Thermal Units (BTU) roof mounted Air Conditioner.
- 7) Solid surface countertops and backsplash.
- 8) Lockable cabinet with trash receptacle.
- 9) One (1) piece rubberized floor.
- 10) One (1) piece thermo formed ceiling panel.
- 11) 1/4" White smooth laminated interior walls.
- 12) 26" x 36" shatter proof mirror.
- 13) One (1) soap, one (1) paper towel, and three (3) toilet tissue dispenser(s).
- 14) Porcelain pedal flush toilet.
- 15) Female module will contain sanitary napkin dispenser.
- 16) Male modules will contain auto flush porcelain urinal in addition to toilet.

For project three (3), Contractor shall purchase, install and configure the following equipment:

- 1) Three (3) field ready, wireless laptops which include, but are not limited to, the following specifications:
 - a) Windows XP Service Pack 2
 - b) One (1) Dual core processor of no less than 1.2Gigahertz (GHz) with an 800 Megahertz (MHz) Front Side Bus (FSB).
 - c) One (1) Shock-mounted, quick-release 80 Gigabyte (GB) hard drive.
 - d) One (1) GB of Random Access Memory (RAM) running at no less than 667 MHz.
 - e) One (1) integrated 802.11 a/b/g/draft-n wireless network card.
 - f) 10.4" Liquid Crystal Display (LCD):
 - i) Compatible with no less than 1024 x 768 pixels Extended Graphics Adapter (XGA)
 - ii) Sunlight-viewable with swivel.
 - iii) Pressure sensitive touch-screen.
 - g) Simultaneous access to 3G mobile broadband, Wi-Fi, Bluetooth and GPS
 - h) Business audio speakers
 - i) Fast Ethernet 100Mbps

- j) USB Port
 - k) Full magnesium alloy case with handle
 - l) Sealed all-weather design
 - m) Rain-, spill-, dust-, and vibration-resistant
 - n) 3-year limited warranty on-site service
- 2) Four (4) handheld Global Positioning System (GPS) receivers which include, but are not limited to, the following specifications:
- a) Transflective color Thin Film Transistor (TFT) display.
 - b) Universal Serial Bus (USB) and National Marine Electronics Association (NMEA) 0183 compatible interface.
 - c) Preloaded topographic maps and base maps with the ability to add maps.
 - d) Automatic routing (turn by turn routing on roads)
 - e) Electronic compass
 - f) Unit-to-unit wireless data transfer
- 3) Nine (9) desktop computers which include, but are not limited to, the following specifications:
- a) Processor: Pentium 4 or D Processor (2.8GHz, 800 MHz FSB or higher), Intel Core 2 Processor (1.8GHz, 800 MHz FSB or higher), or AMD Athlon 64 or 64x2 Processor (2.0 GHz or higher)
 - b) Memory: 1 GB RAM, 667 MHz or higher
 - c) Video Card: 128 MB RAM PCI Express or AGP or higher
 - d) Hard Drive: 80 GB EIDE 7200RPM or higher
 - e) Storage: 1.44MB 3.5-inch floppy drive or USB card reader
 - f) Network Adapter: Fast Ethernet 100 Mbps or higher
 - g) CD ROM: EIDE or SATA 52x speed CD ROM drive or higher
 - h) Speaker: Business audio speakers
 - i) PS/2 or USB keyboard
 - j) PS/2 or USB 2-button optical mouse
 - k) Monitor: 17-inch SVGA color monitor (1024x768 resolution or higher)
 - l) Hardware Support Service: 3-year limited warranty on-site service
 - m) Security: Antivirus and anti-spyware software
- 4) Two (2) laser fax machines which included, but are not limited to, the following specifications:
- a) Black/White (B/W) laser print technology with up to 600 dots-per-inch.
 - b) B/W Faxing at 33.6 kilobits per second (Kbps) Super G3 Fax Modem Speed
 - c) Automatic document feeder
 - d) 250-sheet input paper capacity
 - e) 8MB memory
- 5) Two (2) GPS Receivers

For project four (4), Contractor shall complete the following activities:

By November 30, 2009, Contractor shall implement a syndromic surveillance system with the following hospitals:

- 1) Christus Spohn Hospital Beeville
- 2) Valley Baptist Medical Ctr

- 3) Valley Baptist in Brownsville
- 4) Valley Regional Medical Ctr
- 5) South Texas Health Care System
- 6) Harlingen Medical Center
- 7) Rio Grande Regional Hospital
- 8) McAllen Medical Center (South Texas Health System)
- 9) Edinburg Regional Medical Ctr.
- 10) Knapp Medical Center
- 11) Doctors Hospital at Renaissance
- 12) Mission Hospital Inc.
- 13) Christus Spohn Hospital Kleberg
- 14) Christus Spohn Memorial Hospital
- 15) Christus Spohn Hospital South
- 16) Driscoll Children's Hospital
- 17) Northwest Regional Hospital
- 18) Corpus Christi Doctors Reg Med Ctr
- 19) Corpus Christi Med Ctr-Bay Area
- 20) Christus Spohn Hospital Shoreline
- 21) Refugio Memorial Hospital
- 22) North Bay General Hospital
- 23) Starr County Memorial Hospital
- 24) Doctors Hospital of Laredo
- 25) Laredo Medical Center

By November 30, 2009, Contractor shall complete the integration plan and meet the following:

- 1) Data transmission between the Real-time Outbreak and Disease Surveillance (RODS) system and ESSENCE syndromic surveillance analysis software on the Contractor's network.
- 2) Data updates will be transmitted on a daily basis.
- 3) Data will include updates for all emergency department encounters at the participating hospitals.
- 4) Patient data collected will be aggregate, de-identified data.

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 49th 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.

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 detailing 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

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.

2009-031325-001

Categorical Budget:

PERSONNEL	\$0.00
FRINGE BENEFITS	\$0.00
TRAVEL	\$0.00
EQUIPMENT	\$155,872.00
SUPPLIES	\$2,419.00
CONTRACTUAL	\$150,000.00
OTHER	\$0.00
TOTAL DIRECT CHARGES	\$308,291.00
INDIRECT CHARGES	\$0.00
TOTAL	\$308,291.00
DSHS SHARE	\$308,291.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$308,291.00

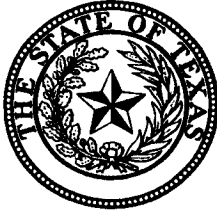
Financial status reports are due: 09/30/2009, 01/29/2010

Equipment List Attached.

Equipment List

Equipment Total: \$ 155,872.00

Item #	Equipment Description	Units	Unit Cost	Total
1	Brother IntelliFAX AX-4750e. Business Class Laser Fax w/super G3 33.6K bps modem & 8MB memory w/battery back-up can store up to 600 pages for out-of-paper capability & Quick Scan; 250-sheet paper capacity.	2	\$509.00	\$1,018.00
2	Comfort Elite II Shower Deluxe. Includes: shower, sink & toiler module, propane on demand heated water system, 2-40lb propane tanks, onboard water system 115gal, LED waste tank level indicator monitor, 5600 BTU heater/9,000 BT, roof mount A/C.	1	\$25,300.00	\$25,300.00
3	Garmin nuvi 770 GPS receiver; 2D/3D map perception; illumination display; run time-5hrs; Bluetooth; anti-glare touch screen; SD memory card.	2	\$800.00	\$1,600.00
4	HP Compaq dc5800 Desktop. 1 Pentium Dual CORE E2220/2.4GHz-RAM 1 GB-HDD 1x80 GB-CD-RW/DVD-GMA 3100 Dynamic Video Memory Technology 4.0-Gigabit Ethernet-Vista Business/XP Pro downgrade-Monitor.	9	\$625.00	\$5,625.00
5	Mobile communications trailer (center); 12' standard tongue trailer, heavy-duty w/custom-reinforced roof to support satellite dish system, toilet & utility sink; cabinets; fold-down couches; removable center table; air conditioner; heater; microwave.	1	\$110,500.00	\$110,500.00
6	Panasonic Toughbook 19 touchscreen PC version-Core 2 Duo U7500 1.06 GHz. Integrated Intel Centrino Duo Mobile Technology, energy efficient, and high performance lithium-ion battery provides an operating time up to 8 hours.	3	\$3,943.00	\$11,829.00



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

2009-031325

Application or Contract Number

HIDALGO COUNTY HEALTH
DEPARTMENT

Organization Name