

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2009-031556 (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 \$150,000.00, 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 08/01/2009 and ends on 07/31/2010. 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:

2009-031556-001 Office of Border Health
 - 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

CONTRACT NO. 2009-031556
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000352447

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: Office of Border Health

TERM:08/01/2009 THRU: 07/31/2010

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Budget Period 10 Cooperative Agreement Work Plan for Public Health Emergency Preparedness (Funding Opportunity AA154). Contractor shall assist DSHS in the implementation of CDC Early Warning Infectious Disease Surveillance (EWIDS) along the Texas-Mexico border through active surveillance, exercises, and training of personnel.

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

- Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness (PHEP) Continuation Announcement (Funding Opportunity AA154) <http://www.dshs.state.tx.us/comprep/cdc/>
- 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.

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

- FY 2010 Public Health Emergency Preparedness Work Plan for Local Health Departments Project Period Early Warning Infectious Disease Surveillance (EWIDS), attached as Exhibit A; and
- Contractor's FY 2010 Applicant Information and Budget Detail for FY 2010.

SECTION II. PERFORMANCE MEASURES:

Contractor shall complete activities and performance measures as outlined in the attached Exhibit A, Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments Early Warning Infectious Disease Surveillance (EWIDS).

All activities in the Exhibit A, FY 2010 Public Health Emergency Preparedness Work Plan for Local Health Departments Project Period EWIDS, must be completed by July 31, 2010.

SECTION III. SOLICITATION DOCUMENT:

N/A

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to one (1) additional one-year term at DSHS's sole discretion.

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. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
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:

SOURCE OF FUNDS: *CFDA # 93.069*

SECTION VIII. SPECIAL PROVISIONS:

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

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

General Provisions, **Payment Methods and Restrictions** Article, is revised to add the following:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation as indicated in the attached Exhibit A.

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

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly 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, vehicles and incentive items are not an allowable cost.

General Provisions, **General Business Operations of Contractor** Article, **Overtime Compensation Section**, is not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article, **Equipment and Controlled Assets Purchases** Section, is amended to allow the purchase of equipment at any time during the entire term of this Program Attachment.

2009-031556-001

Categorical Budget:

PERSONNEL	\$112,198.80
FRINGE BENEFITS	\$35,412.21
TRAVEL	\$1,940.00
EQUIPMENT	\$0.00
SUPPLIES	\$148.99
CONTRACTUAL	\$0.00
OTHER	\$300.00
TOTAL DIRECT CHARGES	\$150,000.00
INDIRECT CHARGES	\$0.00
TOTAL	\$150,000.00
DSHS SHARE	\$150,000.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$150,000.00

Financial status reports are due: 11/30/2009, 03/02/2010, 05/31/2010, 09/29/2010



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

2009-031557

Application or Contract Number

CAMERON COUNTY

Organization Name