

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number **2010-033343** (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 **\$684,409.00**, 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 **09/15/2009** 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:  
  
**2010-033343-001 Community Preparedness Section / Public Health Emergency Response (PHER)**
  - 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:

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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

CONTRACT NO. 2010-033343-  
PROGRAM ATTACHMENT NO. 001  
PURCHASE ORDER NO. 0000355146

CONTRACTOR: HIDALGO COUNTY HEALTH DEPARTMENT

DSHS PROGRAM: Community Preparedness Section / Public Health Emergency Response  
(PHER)

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TERM: 09/15/2009 THRU: 07/31/2010

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SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Cooperative Agreement Work Plan for Public Health Emergency Response (Funding Opportunity CDC-RFA-TP09-902-H1N109) Focus Area I. Contractor shall identify gaps related to mass vaccination planning and implementation, vaccine delivery, vaccine administration, and related communications planning and implementation. Contractor shall perform activities to remedy the identified gaps. The following activities are allowed:

- Hiring of staff to conduct accelerated vaccine planning, preparation and implementation activities.
- Initiating contracts for in-state vaccine transportation and distribution, temporary staff and/or local organizations (e.g., visiting nurses, community vaccinators) to ensure personnel will be available to vaccinate (or distribute antiviral) for potential vaccine clinics, and adequate storage space for sufficient quantities of vaccine. These contracts should only be executed following a decision by the federal government to initiate a mass vaccination campaign. Contracts should allow for termination for convenience and de-obligation of funds remaining if a decision is made to not conduct a full-scale vaccination campaign. **All contracts for vaccine transportation and distribution shall be coordinated with the DSHS Immunization Branch to reduce the potential for duplication of efforts.**
- Purchasing supplies that will be needed during the event (e.g., storage space, cold chain supplies, ancillary supplies for vaccination, lab testing supplies, general supplies, personal protective equipment and antivirals for public health response workers in accordance with Center for Disease Control (CDC) National Institute for Occupational Safety and Health guidelines, and non-pharmaceutical supplies).
- Purchasing the H1N1 vaccine. In addition to the H1N1 vaccine, Texas will receive supplies including, but not limited to, syringes, needles, alcohol swabs, and needle disposal containers to administer the H1N1 vaccine during a clinic. Funds may be used to purchase additional supplies as needed. Details on how to purchase these supplies will be provided by DSHS as they are available.

- Travel for planning, conferences and training related to pandemic preparedness activities.

These funds shall not be used for:

- Purchase of seasonal flu vaccine.
- Purchase of vehicles.
- Response or recovery efforts prior to the contract start date.
- Research.
- Construction.
- ~~Clinical care.~~
- Interest on loans for the acquisition and/or modernization of an existing building.

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Recipients may only expend funds for reasonable program purposes and may not use funds to supplant Public Health Emergency Preparedness (PHEP) or any other program.

PHER funds must be accounted for by focus area. The funds associated with this contract are Focus Area 1. Commingling of funds between the PHEP and PHER programs is not allowed.

Funding may also be used to address other remaining pandemic preparedness and response gaps subject to approval by DSHS.

Contractor must comply with the administrative requirements outlined in 45 CFR Part 74 and Part 92, as appropriate. The following additional requirements apply to this project:

- AR-8 Public Health System Reporting Requirements
- AR-9 Paperwork Reduction Act Requirements
- AR-10 Smoke-Free Workplace Requirements
- AR-12 Lobbying Restrictions
- AR-13 Prohibition on Use of CDC Funds for Certain Gun Control Activities
- AR-14 Accounting System Requirements

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

- 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:

- Centers for Disease Control and Prevention (CDC) Guidance for Public Health Emergency Response (Funding Opportunity CDC-RFA-TP09-902-H1N109, <http://www.grants.gov/search/search.do?oppId=48370&mode=VIEW>);
- Contractor's FY10 Applicant Information and Budget Detail; and
- CDC's Local Emergency Preparedness and Response Inventory.

SECTION II. PERFORMANCE MEASURES:

Contractor shall complete activities and performance measures as outlined below:

1. Complete and submit to DSHS the CDC gap analysis and work plan templates no later than October 15, 2009. The analysis and work plan shall be sent electronically to [PHP.Contracts@dshs.state.tx.us](mailto:PHP.Contracts@dshs.state.tx.us).
2. Contractor must initiate contact with Tribal organizations within contractor's boundaries no later than October 31, 2009. Contractor shall ensure that Tribal organizations have adequate vaccination information and a vaccination plan in place. Contractor shall ensure Tribal organizations have access to funding necessary to achieve this goal.
3. Complete a mid-year report and an end of year report as requested by and in a format to be provided by DSHS. DSHS will notify contractors when the Centers for Disease Control (CDC) has released the reporting formats for completion and will provide 15 days to complete the required reports.
4. Coordinate with DSHS immunizations program staff to assist with education of local providers about the ordering process for H1N1 vaccine when that process is made available.
5. Conduct mass H1N1 vaccination clinics within the Contractor's jurisdiction if mass vaccination clinics are deemed necessary by CDC. DSHS will notify Contractor of CDC mass vaccination declarations including any guidelines.
6. Coordinate vaccine planning with other local preparedness and response partners, including but not limited to local emergency management coordinator, trauma service area regional advisory councils, local hospitals, large medical clinics, federally qualified health centers, local Independent School Districts and other community schools, colleges or universities.
7. Coordinate with DSHS epidemiology and surveillance staff at regional and state wide levels on collection and submission of influenza surveillance data.
8. Collect and submit influenza surveillance and investigation data and specimens as part of state-wide influenza surveillance and local response and surveillance. Influenza surveillance and investigation data should be submitted to DSHS Infectious Disease Control Unit through the DSHS Health Services Region (HSR) as appropriate for the situation. Data from the novel H1N1 case report form for deaths may be submitted via the National Electronic Disease Surveillance System (NEDSS) Based System (NBS) or by fax as agreed upon with the Health Service Region (HSR) within one (1) working day of completing the investigation. Specimens should be submitted to the Laboratory Resource Network (LRN) or DSHS Laboratory according to the specimen collection criteria located at <http://www.dshs.state.tx.us/swineflu/Lab-Test-Protocol.shtm>.
9. Attend quarterly DSHS public health preparedness meetings.

SECTION III. SOLICITATION DOCUMENT: -

Exempt – Governmental Entity

SECTION IV. RENEWALS:

None

SECTION V. PAYMENT METHOD: Cost Reimbursement

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Funding is further detailed in the attached categorical budget and, if applicable, equipment list.

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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 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:

SOURCE OF FUNDS: *CFDA # 93.069*

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **General Terms, Amendment** Article, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

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, Funds may not be used for research, reimbursement of pre-award costs, purchase vehicles of any kind, new construction, or to purchase incentive items.

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

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2010-033343-001

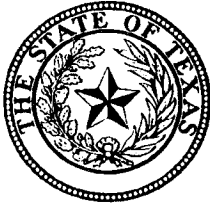
Categorical Budget:

PERSONNEL	\$286,609.00
FRINGE BENEFITS	\$87,675.00
TRAVEL	\$22,266.00
EQUIPMENT	\$122,610.00
<hr/>	
SUPPLIES	\$109,130.00
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CONTRACTUAL	\$20,000.00
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OTHER	\$36,119.00
TOTAL DIRECT CHARGES	\$684,409.00
INDIRECT CHARGES	\$0.00
TOTAL	\$684,409.00
DSHS SHARE	\$684,409.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$684,409.00

Financial status reports are due: 12/30/2009, 03/30/2010, 06/30/2010, 09/29/2010

Equipment List Attached.



# 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

2010-033343

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

HIDALGO COUNTY HEALTH  
DEPARTMENT

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