

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2010-034777 (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 \$125,000.00, 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 03/01/2010 and ends on 08/31/2010. 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:

2010-034777-001 OFFICE OF BORDER HEALTH
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s). N/A
 - e. Contractor's response(s) to the Solicitation Document(s). N/A
 - f. Exhibits attached.

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: 17460007176037

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. 2010-034777
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000360507

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: OFFICE OF BORDER HEALTH

TERM: 03/01/2010

THRU: 08/31/2010

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Health and Human Services (HHS), Office of Global Health Affairs (OGHA) Cooperative Agreement for Border Influenza Initiative (Funding Opportunity GH-GHS-09-005). Contractor shall assist Department of State Health Services (DSHS) in the development of capacity to prepare, monitor, and respond to an influenza pandemic and the H1N1 influenza outbreak in the U.S.-Mexico border region through implementation of a Community Awareness Outreach Campaign.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines including, but not limited to, the Health and Human Services (HHS), Office of Global Health Affairs (OGHA) cooperative agreement for Border Influenza Initiative (Funding Opportunity GH-GHS-09-005).

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

- Hidalgo County Work Plan, attached as Exhibit A.

SECTION II. PERFORMANCE MEASURES:

Contractor shall accomplish the following goals:

- Increase the capacity of border local health departments to prepare, monitor and respond to the 2009 H1N1 influenza outbreak.
- Increase the capacity of border public health entities and partners serving rural areas of the State's border region to prepare, monitor and respond to the 2009 H1N1 influenza outbreak.
- Enhanced collaboration and sharing of public health information and strengthening of existing or new border information exchange networks.

Contractor shall accomplish the goals listed above through completing objectives and activities as outlined in the attached Exhibit A, Hidalgo County Work Plan.

All activities in the Exhibit A, Hidalgo County Work Plan must be completed by August 31, 2010.

SECTION III. SOLICITATION DOCUMENT: Exempt – Governmental Entity

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 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 # 93.018*

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. 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, **Terms and Conditions of Payment** Article, are 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, **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.

2010-034777-001

Categorical Budget:

PERSONNEL	\$0.00
FRINGE BENEFITS	\$0.00
TRAVEL	\$7,790.00
EQUIPMENT	\$0.00
SUPPLIES	\$21,891.00
CONTRACTUAL	\$38,319.00
OTHER	\$57,000.00
TOTAL DIRECT CHARGES	\$125,000.00
INDIRECT CHARGES	\$0.00
TOTAL	\$125,000.00
DSHS SHARE	\$125,000.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$125,000.00



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

2010-034777

Application or Contract Number

HIDALGO COUNTY

Organization Name