

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2010-034948 (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 & HUMAN SERVICES (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 \$30,000.00, 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 04/01/2010 and ends on 09/30/2010. 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:

2010-034948-001 Regional Local Services System/Social Services Block Grant
 - 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 A & B 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: 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 & HUMAN SERVICES

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. 2010-034948
ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000361976

CONTRACTOR: HIDALGO COUNTY HEALTH & HUMAN SERVICES

DSHS PROGRAM: RLSS/SSBG

TERM: 04/01/2010

THRU: 09/30/2010

SECTION I. SCOPE OF WORK:

Contractor shall perform activities in support of the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009 [Public Law (P.L.) 110-329], which provides additional Social Services Block Grant (SSBG) funds to address necessary expenses resulting from hurricanes, floods and other natural disasters, including social, health and mental health services for individuals, and for repair, renovation and construction of health facilities, including mental health facilities, child care centers and other social services facilities. Specifically, contractor activities will support recovery activities associated with Hurricanes IKE and/or DOLLY.

The funds shall be used to serve hurricane IKE and/or DOLLY victims through September 2010, to build capacity to provide ongoing services to victims of Hurricane IKE and/or DOLLY, and may also be used to reimburse prior eligible expenses not reimbursed by the Federal Emergency Management Agency.

The contractor shall use the funds to address the following:

1. To control and prevent Tuberculosis (TB) disease within the contractor's local jurisdiction. The goal is to assure contractor's capability to provide TB control, outreach, tracking, and prevention services for underserved at-risk populations, in accordance with American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB available at <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm>.

The funds shall address service delivery gaps and to enhance contractor's capacity to:

- Quickly diagnose and treat tuberculosis disease.
 - Promptly investigate suspected exposures to each and every case of TB.
 - Strongly encourage preventive treatment for people who are at risk of developing TB disease.
 - Take steps to prevent Latent TB infection from progressing to TB disease.
2. To provide outreach, prevention, education, testing and referrals to populations at risk of sexually transmitted diseases (STDs), including but not limited to syphilis, HIV disease and gonorrhea. The goal is to assure contractor's capability to control and prevent the spread of STDs, in accordance with the Centers for Disease Control and Prevention's (CDC) STD Program Operations Guidelines, located at <http://www.cdc.gov/std/program/>.

The funds shall address service delivery gaps and to enhance contractor's capacity to perform the following core activities:

- Community and Individual Behavior Change Interventions;
- Medical and Laboratory Services;
- Partner Services;
- Leadership and Program Management;
- Surveillance and Data Management; and
- Training and Professional Development.

Department of State Health Services (DSHS) will contract directly with counties operating full-service local health departments under disaster declarations relating to Hurricane Dolly and/or Ike for either individuals and public assistance or both.

SECTION II. PERFORMANCE MEASURES:

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY10 Local Public Health Service (LPHS) Social Services Block Grant Tuberculosis and HIV/STD Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit B.

CONTRACTOR shall provide activities and services as submitted by CONTRACTOR in the following county(ies)/area: Hidalgo

SECTION III. SOLICITATION DOCUMENT: Governmental Entity

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Cost Reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and include acceptable supporting documentation of the required services/deliverables if indicated in the attached Exhibit A. Vouchers and supporting documentation can be faxed to Claims Processing Unit at (512) 458-7442. The email address is invoices@dshs.state.tx.us.

Invoices and supporting documentation shall be submitted to the following address:

Department of State Health Services
Fiscal Claims Processing Unit
P.O. Box 149347, MC 1940
Austin, Texas 78714-9147

SECTION VII. BUDGET:

SOURCE OF FUNDS: CFDA# 93.667

SECTION VIII. SPECIAL PROVISIONS:

Section 1.07 of the General Provisions (Statutes and Standards of General Applicability) is amended to add the following to the final paragraph of this section:

The applicable Notice of Grant Award is dated January 7, 2009, and includes its attached Terms and Conditions, and Allocation of Supplemental Funds FY 2008 (Awarded in FY 2009) (collectively "NOGA"), which is attached as Exhibit A to this Contract. Contractor shall comply with all provisions of the NOGA that are applicable to contractors; and in the case of any conflict between the terms and conditions in the NOGA, and provisions of the General Provisions, the terms and conditions of the NOGA control.

Section 4.05 of the General Provisions, Financial Status Reports (FSRs). Article is revised to include the following paragraph:

Contractor shall submit a copy of the quarterly FSRs to the Contract Management Unit in addition to Accounts Payable Unit by the thirtieth (30th) calendar day of the month following the end of each quarter of the Program Attachment term for Program review. Reports should be sent electronically to: LocalPHTeam@dshs.state.tx.us, or may be sent via mail to DSHS Regional and Local Health Services – MC 1908, Attn: Local Services Team, 1100 West 49th Street, Austin, Texas, 78756, or by facsimile to 512-458-7154.

General Provisions, Section 12.01 **Responsibilities and Restrictions Concerning Governing Board, Officers and Employees**, is not applicable to this program Attachment.

2010-034948-001

Categorical Budget:

PERSONNEL	\$0.00
FRINGE BENEFITS	\$0.00
TRAVEL	\$0.00
EQUIPMENT	\$0.00
SUPPLIES	\$30,000.00
CONTRACTUAL	\$0.00
OTHER	\$0.00
TOTAL DIRECT CHARGES	\$30,000.00
INDIRECT CHARGES	\$0.00
TOTAL	\$30,000.00
DSHS SHARE	\$30,000.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$30,000.00