

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2010-035483 (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 08/01/2010 and ends on 07/31/2012. 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:

2010-035483-001 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. 2010-035483
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000364360

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: Office of Border Health

TERM:08/01/2010 THRU: 07/31/2012

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Budget Period (BP) 10 Extension Cooperative Agreement Work Plan for Public Health Emergency Preparedness (PHEP) (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:

- Budget Period 10 Extension funding for continuation of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement guidance (http://emergency.cdc.gov/cdcpreparedness/coopagreement/10/FinalPHEP_BP10_Guidance_5-01-09.pdf)
- 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 CDC PHEP BP10 Extension funds awarded herewith must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the contractor incurs in fulfilling its matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

The PHEP Contractor is required to provide matching funds for CDC PHEP BP10 Extension not less than 10% of costs (\$1 for each \$10 of federal funds provided to the PHEP Contractor by DSHS). Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (<http://www.dshs.state.tx.us/contracts/docs/2009Original.doc>) for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match,

including methods and sources, must be included in the Contractor's contract budget and PHEP Contractor must follow procedures for generally accepted accounting practices and meet audit requirements.

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

- FY 2011 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 2011 Applicant Information and Budget Detail for FY 2011.

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 2011 Public Health Emergency Preparedness Work Plan for Local Health Departments Project Period EWIDS, must be completed by July 31, 2011.

SECTION III. SOLICITATION DOCUMENT:

Exempt ; Governmental entity.

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-13A) and acceptable supporting documentation for reimbursement of the required services/deliverables. The B-13A 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
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-13A) 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 Terms** Article, **Amendment** Section, 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, **General Terms Article, Contractor's Request for Revision of Certain Contract Provisions** Section, is amended to include the following:

Contractor is not required to submit a Contract Revision Request for a change in previously approved equipment when substituting an equivalent equipment item (For example, purchase of XYZ brand computer instead of approved ABC brand computer with essentially identical features as the XYZ computer). All requirements pertaining to Equipment, not otherwise amended in this Program Attachment, remain in effect.

General Provisions, **Compliance and Reporting Article, Statutes and Standards of General Applicability** Section, is amended to include the following:

Contractor, as a subrecipient of federal grant funds, is prohibited from texting while driving a federal government owned vehicle and from texting while using government furnished electronic equipment while driving any vehicle, including any privately owned or governmental owned vehicle. "Texting" means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. "Driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. "Government furnished electronic equipment" means any electronic equipment that may be used for texting and for which any payment is made, in part or in whole, under this program attachment. The Contractor is responsible for ensuring its employees are aware of this prohibition and adhere to this prohibition.

EXHIBIT A

FY2011

**PUBLIC HEALTH EMERGENCY PREPAREDNESS WORK PLAN FOR LOCAL HEALTH DEPARTMENTS
PROJECT PERIOD EARLY WARNING INFECTIOUS DISEASE SURVEILLANCE (EWIDS)**

EWIDS Workplan

For Local Public Health Preparedness/regional

Workplan - Page 1 of 8

DEFINITIONS

IMPLEMENTATION - includes all steps necessary to complete the tasks; installation, training, and technical assistance.

PUBLIC HEALTH - Public health is the effort to protect, promote, maintain and restore a population's health.

PUBLIC HEALTH EMERGENCY - An immediate threat from a naturally occurring or intentional event 1) that poses a high risk of fatalities or serious long-term disability to large numbers of people, and/or 2) where there is substantial risk of public exposure because of a high level of contagion and the particular means of transmission of the infectious agent.

PUBLIC HEALTH INFORMATION NETWORK (PHIN) – Proposed to advance a fully capable and interoperable information system for public health. PHIN is a national initiative to implement a multi-organizational business and technical architecture for public health information systems which includes web-based and radio based communications with multiple levels of redundancy.

PUBLIC HEALTH PREPAREDNESS - Public health preparedness is the capacity of public health jurisdictions to respond to a public health emergency. The CDC Cooperative Agreement enables public health jurisdictions to upgrade their preparedness and response capacity.

STANDARD OPERATING GUIDELINES (SOG)/STANDARD OPERATING PROCEDURES (SOP) - Approved methods for accomplishing a task or set of tasks and are typically prepared at the department or agency level.

CDC PREPAREDNESS GOAL 2: PREVENT

GOAL: Decrease the time needed to classify health events as terrorism or naturally occurring in partnership with other agencies.

2A: Target Capability: Intelligence/Information Sharing and Dissemination	
MEASURE	
<p>1) Time to have a knowledgeable public health professional respond 24/7 to a call about an event that may be of urgent public health consequence. Jurisdictional Target - Mean = 15 minutes</p> <p>2) Time to initiate an epidemiologic investigation of an event that may be of urgent public health consequence. Jurisdictional Target - mean = 1 hour from notification of an event that may be of urgent public health consequence.</p> <p>3) Percent of Pulsed Field Gel Electrophoresis (PFGE) sub-typing data results submitted to the PulseNet national database within 96 hours of receiving isolate at the laboratory. Jurisdictional Target - 90% of PFGE sub-typing data results are submitted to PulseNet within 96 hours.</p>	
REQUIRED CRITICAL TASKS DEFINED IN CDC GUIDANCE	PERFORMING AGENCY REQUIRED ACTIVITIES
<p>Critical Task (CT) 2: Work with states and provinces across the international border to develop and agree on a list of notifiable conditions and distinguish between select conditions that require immediate reporting to the public health agency (at a minimum, CDC Category A agents) and conditions for which a delay in reporting is acceptable. For those where a delay is acceptable, describe time frames for notification.</p> <p>CT 3: Develop or improve infectious disease surveillance in a uniform manner along and across the international border by establishing a network of hospitals, clinics, epidemiologists and laboratories to conduct active sentinel surveillance for emerging infectious diseases and syndromes such as SARS, West Nile Virus, and fever and</p>	<p>CT 2: Continue to work with state and local government on both sides of the Texas Mexico border to review annually the agreed upon binational list of notifiable conditions and refine the process of information sharing.</p> <p>CT 3: Continue to work with state and local government on both sides of the Texas Mexico border to conduct active sentinel surveillance for emerging diseases, continue to use early event detection systems currently in place along the Texas/Mexico border, assist in the deployment of early event detection systems in OASPR funded hospitals along the Texas/Mexico border and work to enhance active</p>

EWIDS Workplan

rash syndromes.

CT 6: Assess the timeliness and completeness of your reportable disease surveillance system at least once a year for detecting and reporting outbreaks of infectious diseases in the border region.

CT 7: Formulate, develop and, when feasible, test a binational 24/7 infectious disease reporting plan that extends its coverage area to jurisdictions on both sides of the border. State, provincial and/or priority local/tribal public health agencies develop/implement a cross-border early event detection system that:

- receives immediately notifiable condition and emergent public health threat reports 24/7/365
- immediately notify the agency-designated public health professional 24/7/365
- have the agency-designated public health professional promptly respond to immediately notifiable condition or emergency public health threat reports 24/7/365
- receive reportable disease reports 24/7/365

CT 8: Conduct joint, cross-border assessments of information technology capabilities essential to infectious disease surveillance.

CT 9: Collaborate with public health officials in border jurisdictions to identify how infectious disease outbreak information can be most rapidly and effectively shared across the border. Together, border jurisdictions should explore the interoperability of information technology systems, i.e., the ability of different types of computers, networks, operating systems, and applications to work

surveillance projects along the Texas/Mexico border.

CT 6: Develop and implement a quality assurance process based on standardized guidelines to assess annually the timeliness and completeness of disease surveillance systems.

CT 7: Work with state and other local governments to promote the increase of connectivity to rural hospitals and clinics along the Texas/Mexico border and to promote the use of the Public Health Information Network to create additional peer to peer links along and across the Texas/Mexico border.

CT 7a: Annually test the 24/7 infectious disease reporting plan.

CT 7b: Work with state and other local governments to develop a binational 24/7 infectious disease reporting plan.

CT 8: Work with the state and local governments on both sides of the Texas Mexico border to develop a binational assessment of information technology capabilities.

CT 9: Work with the state and local governments on both sides of the Texas Mexico border to identify how infectious disease outbreak information is currently shared and increase the interoperability of information technology systems.

EWIDS Workplan

together effectively. Jurisdictions on both sides of the border should work towards ensuring the connectivity and interoperability, both vertically and horizontally, of their surveillance and epidemiology relevant information technology (IT) systems.

CT10: Working with jurisdictions across the border, establish a secure, Web-based communications system that provides for rapid and accurate reporting and discussion of disease outbreaks and other acute health events that might suggest bioterrorism. Include provision for routine communications (e.g., Web, e-mail) and contingency plans for communication systems' failure and alert capacity for emergency notification (e.g., phone, pager) of key staff of counterpart agency across the border.

CT11: Work with states, tribes and provinces along the international border to help train personnel regarding notifiable diseases, conditions, syndromes and their clinical presentations, and reporting requirements and procedures, including those conditions and syndromes that could indicate a bioterrorist event.

CT12: Conduct joint infectious disease surveillance exercises involving a broad range of appropriate participants from both sides of the international border. This exercise should involve not only border health departments but, where feasible, local hospitals, tribal and Public Health Service health facilities, hospital laboratories, major community health care institutions, emergency response agencies, and public safety agencies in order to respond in a coordinated manner.

CT 10: Work with state and other local governments to promote the use of Epi-X along the Texas/Mexico border and participate in the joint effort in writing the contingency plan for redundant communication systems.

CT 11: Invite Mexico partners to participate in exercises and trainings occurring along the Texas Mexico border.

CT 12: Continue to conduct or participate in joint infectious disease surveillance exercises. Track trainings held and training participation.

EWIDS Workplan

EWIDS Workplan

For Local Public Health Preparedness/regional

Workplan - Page 6 of 8

CDC PREPAREDNESS GOAL 5: INVESTIGATE

Goal: Decrease the time to identify causes, risk factors, and appropriate interventions for those affected by threats to the public's health

TARGET CAPABILITY 5A: Epidemiological Surveillance and Investigation	
PERFORMANCE MEASURES:	
1) Time for state public health agency to notify local public health agency, or local to notify state, following receipt of a call about an event that may be of urgent public health consequence. Jurisdictional Target: Mean = 60 minutes from notification of an event that may be of urgent public health consequence	
CRITICAL TASKS DEFINED IN CDC GUIDANCE	PERFORMING AGENCY REQUIRED ACTIVITIES
<p>CT 1: Develop the capability to undertake joint epidemiological investigations of infectious disease outbreaks along the international border. Such capability should include the ability to jointly:</p> <ul style="list-style-type: none"> • assess the seriousness of the threat and rapidly mobilize in response to an emergency • investigate to identify causes, risk factors, and appropriate interventions • coordinate the tracking of victims, cases, contacts, exposures, prophylaxes, treatments, and patient disposition. • contribute information directly to the public, including special populations, that explains and informs about risk and appropriate courses of action. 	<p>CT 1: Continue to receive, evaluate and respond to urgent disease reports on a 24/7/365 basis by maintaining and revising as needed contact protocols, sharing updates with local, regional, and state partners, and assuring public access to reporting resources.</p> <p>CT 1a: Continue to maintain or have access to professional epidemiologist to conduct investigations along the Texas/Mexico border.</p> <p>CT 1b: Continue to provide education/updates to stakeholders in epidemiological investigations and surveillance along the Texas/Mexico border.</p>

CT 2: Continue to convene binational surveillance and epidemiology planning workshops to discuss and plan cross-border surveillance and/or epidemiology related activities. Such activities should, where feasible, involve a collaborative and regional approach with neighboring US border states, appropriate tribal nations as well as Mexico or Canada (as appropriate).

CT 3: Conduct capable field epidemiologic investigations, rapid needs assessments, exposure assessments, and response

CT 2: Continue to offer binational and epidemiological workshops annually.

CT 3: Continue to maintain or have access to an appropriate level of expertise to conduct epidemiological investigations along the Texas/Mexico border.

CT 3a: Provide education/updates to stakeholders in epidemiological investigations and surveillance along the Texas/Mexico border.

CT 3b: Continue to maintain capability to conduct rapid public health needs assessments along the Texas/Mexico border.

2010-035483-001

Categorical Budget:

PERSONNEL	\$124,614.00
FRINGE BENEFITS	\$38,861.00
TRAVEL	\$1,928.00
EQUIPMENT	\$0.00
SUPPLIES	\$160.00
CONTRACTUAL	\$0.00
OTHER	\$300.00
TOTAL DIRECT CHARGES	\$165,863.00
INDIRECT CHARGES	\$0.00
TOTAL	\$165,863.00
DSHS SHARE	\$150,000.00
CONTRACTOR SHARE	\$15,863.00
OTHER MATCH	\$15,863.00

Total reimbursements will not exceed \$150,000.00

Financial status reports are due: 11/30/2010, 03/02/2011, 05/30/2011, 08/30/2011, 11/30/2011, 03/01/2012, 05/30/2012, 10/01/2012



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

2010-035483

Application or Contract Number

HIDALGO COUNTY

Organization Name