

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2011-038300 (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 AND 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 \$40,000.00, 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 06/30/2011 and ends on 06/29/2012. 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:

2011-038300-001 NUTRITION PHYSICAL ACTIVITY AND OBESITY PREVENTION
 - 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: 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 AND 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

CONTRACT NO. 2011-038300
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000374602

CONTRACTOR: HIDALGO COUNTY AND HUMAN SERVICES

DSHS PROGRAM: NUTRITION PHYSICAL ACTIVITY AND OBESITY PREVENTION

TERM: 06/30/2011

THRU: 06/29/2012

SECTION I. STATEMENT OF WORK:

Contractor shall support obesity prevention efforts by addressing community policy and environmental changes. Contractor shall increase community capacity through strategic planning around evidence-based community strategies for obesity prevention to make healthy eating, breastfeeding, and physical activity easier choices in Texas communities.

During the project period, Contractor shall:

1. Utilize existing infrastructure and strategic partnerships to leverage community assets to work towards policy/environmental change activities for obesity prevention;
2. Implement the approved work plan attached as Exhibit A, with technical assistance from DSHS Nutrition, Physical Activity and Obesity Prevention Program; and
3. Report progress to DSHS as referenced below.

Contractor shall collaborate with DSHS to implement no more than two (2) of the following Centers for Disease Control (CDC) Community Strategies for Obesity Prevention:

- Increase availability of healthier food and beverage choices in public service venues
- Improve availability of affordable healthier food and beverage choices in public service venues
- Improve geographic availability of supermarkets in underserved areas
- Provide incentives to food retailers to locate in and/or offer healthier food and beverage choices in underserved areas
- Improve availability of mechanisms for purchasing foods from farms
- Provide incentives for the production, distribution, and procurement of foods from local farms
- Restrict availability of less healthy foods and beverages in public service venues
- Institute smaller portion size options in public service venues
- Limit advertisements of less healthy foods and beverages
- Discourage consumption of sugar-sweetened beverages
- Increase support for breastfeeding

- Require physical education in schools
- Increase the amount of physical activity in physical education programs in schools
- Increase opportunities for extracurricular physical activity
- Reduce screen time in public service venues
- Improve access to outdoor recreational facilities
- Enhance infrastructure supporting bicycling
- Enhance infrastructure supporting walking
- Support locating schools within easy walking distance of residential areas
- Improve access to public transportation
- Zone for mixed-use development
- Enhance personal safety in areas where persons are or could be physically active
- Enhance traffic safety in areas where persons are or could be physically active
- Participate in community coalitions or partnerships to address obesity

Contractor shall conduct process and outcome evaluations of activities.

Contractor shall perform all activities in accordance with DSHS's *FY 2011 Competitive Request for Proposals (RFP) for HPCDP/OBES Community Obesity Prevention Projects* posted on January 6, 2011, Contractor's application, work plan (Exhibit A), Guidelines for End-of-Project Report (Exhibit B), budget, and any approved revisions. These documents are hereby incorporated by reference and made a part of this program attachment.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS' Program will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total contract amount as shown in SECTION VII. BUDGET, Contractor's budget may be subject to a decrease for the remainder of Renewal Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES:

The performance measures are referenced in the approved work plan (Exhibit A) and will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract or any other method of determining compliance. Additional performance measures include:

1. Conducting a local assessment process that includes two (2) formative local surveys, qualitative interviews, or quantitative data collection of stakeholders; and
2. Implementing a sustainable model for policy and environmental change to include:
 - A) Six (6) technical assistance calls or referrals;
 - B) Two (2) workshops, trainings, or presentations related to the model;

- C) Six (6) distributions of information/education to include the use of media;
 - D) Three (3) partnership meetings of coalitions or workgroups which Contractor convenes, participates, or facilitates;
 - E) The creation and/or support of existing infrastructure through accomplishment of one or more policy or environmental changes related to decreasing sugar sweetened beverages, decreasing energy dense foods, decreasing television viewing, increasing access to and intake of fruit and vegetables, increasing physical activity, and/or increasing breastfeeding which are supported by evidence to impact obesity prevention in the target community; and
 - F) Coordinating and/or participating in a minimum of one (1) community forum or meeting to present and distribute the Texas! Bringing Health Back Community media kit.
3. Evaluation to include:
- A) Two (2) local surveys, qualitative interviews, or quantitative data collection of stakeholders;
 - B) Three (3) partnership meetings of coalitions or workgroups which Contractor convenes, participates, or facilitates; and
 - C) The development of one report/summary of evaluation findings.
4. Contractor shall report all monthly activities into DSHS Program Management and Tracking System (PMATS) by the 10th day of each month beginning July 10, 2011, through June 10, 2012.
5. Contractor shall participate in monthly conference calls and two site visits with DSHS staff from the Nutrition, Physical Activity and Obesity Prevention Program.
6. Submit end-of-year report (as referenced as Exhibit B) to Maribel.Valls@dshs.state.tx.us by June 30, 2012.

SECTION III. SOLICITATION DOCUMENT:

FY 2011 Competitive Request for Proposals (RFP) for HPCDP/OBES Community Obesity Prevention Projects, RFP #: HPCDP/OBES-0445.1

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to two (2) additional one- year terms at DSHS 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). Vouchers should be mailed or submitted by fax or electronic mail to the addresses/number below.

Invoices and reports shall be submitted to the following address:

Department of State Health Services
Claims and Processing Unit, MC 1940
P. O. Box 149347
Austin, Texas 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, please copy Maribel.Valls@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: *CFDA # 93.283.*

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Article XIII. General Terms, Section 13.15 Amendment**, 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.

2011-038300-001

Categorical Budget:

PERSONNEL	\$0.00
FRINGE BENEFITS	\$0.00
TRAVEL	\$0.00
EQUIPMENT	\$1,825.00
SUPPLIES	\$5,775.00
CONTRACTUAL	\$12,000.00
OTHER	\$20,400.00
TOTAL DIRECT CHARGES	\$40,000.00
INDIRECT CHARGES	\$0.00
TOTAL	\$40,000.00
DSHS SHARE	\$40,000.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$40,000.00

Financial status reports are due: 10/31/2011, 01/31/2012, 04/30/2012, 08/31/2012

Equipment List Attached.