

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2011-038577 (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 \$75,000.00, 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 08/01/2011 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:

2011-038577-001 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. 2011-038577
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000375373

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: Office of Border Health

TERM:08/01/2011 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) 11 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 the maintenance and support of routine surveillance and detection systems.

Contractor will accomplish this through various activities including:

1. Training of personnel in response and epidemiological investigation processes.
2. Strengthen and expand the surveillance and detection systems.
3. Respond to incidents of public health significance.

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

- Budget Period 11 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 BP11 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.

Contractor is required to provide matching funds for CDC PHEP BP11 Extension not less than 10% of costs. 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 2012 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 2012 Applicant Information and Budget Detail for FY 2012.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS 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 VI. BUDGET, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

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) Budget Period (Aug.2011 to July 2012).

All activities in the Exhibit A, FY 2012 Public Health Emergency Preparedness Work Plan for Local Health Departments Project Period EWIDS, must be completed by July 31, 2012.

Contractor shall submit all quarterly progress reports and supporting documentation within 30 days of the end of each quarter, plus any additional programmatic reports by electronic mail to PHP@dshs.state.tx.us and kathie.martinez@dshs.state.tx.us.

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 by submitting the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, Contractor shall submit the Match/Reimbursement Certification (Form B-13a) and the Financial Status Report (FSR-269A) on a quarterly basis. Voucher and supporting documentation shall 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), Match/Reimbursement Certification Form (B13-a), and Financial Status Report (FSR-269A) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS:

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-13) 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, 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 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, subsection a) is revised to read as follows:

- a) provided that the total budget amount is unchanged: (1) cumulative budget transfers among direct cost categories, other than equipment, that exceed 10% of Program Attachments of \$100,000 or more, and (2) cumulative transfers from or to the equipment category under 10% of any Program Attachment (cumulative transfers from or to the equipment category that equal or exceed 10% of any Program Attachment require an amendment to this Contract);

General Provisions, **General Terms** Article, **Contractor's Request for Revision of Certain Contract Provisions** Section, subsection e) is revised to read as follows:

- e) changes in the equipment category of a previously approved equipment budget;

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Categorical Budget:

PERSONNEL	\$50,309.00
FRINGE BENEFITS	\$13,341.00
TRAVEL	\$3,492.00
EQUIPMENT	\$0.00
SUPPLIES	\$5,208.00
CONTRACTUAL	\$8,250.00
OTHER	\$1,900.00
TOTAL DIRECT CHARGES	\$82,500.00
INDIRECT CHARGES	\$0.00
TOTAL	\$82,500.00
DSHS SHARE	\$75,000.00
CONTRACTOR SHARE	\$7,500.00
OTHER MATCH	\$7,500.00

Total reimbursements will not exceed \$75,000.00

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

EXHIBIT A

FY2012

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

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

<p>MEASURE</p> <ol style="list-style-type: none"> 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 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. 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.
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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>

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.

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: Participate in exercises and trainings occurring along the Texas Mexico border.

CT 12: Continue to participate in joint infectious disease surveillance exercises. Track training participation.

CDC PREPAREDNESS GOAL 5: INVESTIGATE

Goal: Decrease the time to identify causes, risk factors, and appropriate interventions for those effected 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>

<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).</p> <p>CT 3: Conduct capable field epidemiologic investigations, rapid needs assessments, exposure assessments, and response</p>	<p>CT 2: Continue to participate in the planning and participation of binational and epidemiological workshops annually.</p> <p>CT 3: Continue to maintain or have access to an appropriate level of expertise to conduct epidemiological investigations along the Texas/Mexico border.</p> <p>CT 3a: Provide education/updates to stakeholders in epidemiological investigations and surveillance along the Texas/Mexico border.</p> <p>CT 3b: Continue to maintain capability to conduct rapid public health needs assessments along the Texas/Mexico border.</p>
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