

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2012-039525 (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 \$102,403.44, 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 09/01/2011 and ends on 08/31/2012. 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:

2012-039525-001 RLSS-LOCAL PUBLIC HEALTH SYSTEM
 - c. General Provisions (Sub-recipient)

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. 2012-039525-
ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000377302

CONTRACTOR: HIDALGO COUNTY HEALTH & HUMAN SERVICES

DSHS PROGRAM: RLSS-LOCAL PUBLIC HEALTH SYSTEM

TERM: 09/01/2011 THRU: 08/31/2012

SECTION I. SCOPE OF WORK:

CONTRACTOR shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this contract Attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

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

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
- Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".

CONTRACTOR shall not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

CONTRACTOR shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

DSHS shall inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this contract Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

SECTION II. PERFORMANCE MEASURES

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY12 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit A.

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

SECTION III. SOLICITATION DOCUMENT: Exempt – 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: State

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, Section **1.03 Reporting** Article, are revised to include the following paragraph:

Contractor shall submit quarterly and final performance reports that describe progress toward achieving the objectives contained in approved Contractor's Service Delivery Plan and any written revisions. Contractor shall submit the performance reports by the end of the month following the end of each quarter, in a format to be provided by DSHS. Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department. Reports should be sent electronically to: LocalPHTeam@dshs.state.tx.us or by facsimile to 512-458-7154. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director. The report signature page should be sent via mail to:

DSHS Regional and Local Health Services
Attn: Local Services Team
1100 West 49th Street
P.O. BOX 149347 MC1908
Austin, Texas, 78714-9347.

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

Categorical Budget:

PERSONNEL	\$63,025.00
FRINGE BENEFITS	\$19,569.00
TRAVEL	\$0.00
EQUIPMENT	\$0.00
SUPPLIES	\$19,809.44
CONTRACTUAL	\$0.00
OTHER	\$0.00
TOTAL DIRECT CHARGES	\$102,403.44
INDIRECT CHARGES	\$0.00
TOTAL	\$102,403.44
DSHS SHARE	\$102,403.44
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$102,403.44

Financial status reports are due: 12/30/2011, 03/30/2012, 07/02/2012, 10/30/2012



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 that \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2012-039525

Application or Contract Number

HIDALGO COUNTY HEALTH &
HUMAN SERVICES

Organization Name

EXHIBIT A

Texas Department of State Health Services

Local Health Department: Hidalgo County Health & Human Services Department

FY 2012 Request for Local Public Health Services Funds Project Service Delivery Plan

Contract Term: September 1, 2011 through August 31, 2012

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

<p>Public Health Issue: <i>Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.</i></p> <p>1. To continue to enhance, develop and promote programs that support individual and community efforts to improve health.</p> <p>2. To continue to develop and implement quality assurance policies to assure a competent public health and personal health care work force.</p>		
<p>Essential Public Health Service(s): <i>List the EPHS(s) that will be provided or supported with LPHS Contract funds</i></p> <p>EPHS 3) Inform, educate, and empower people about health status.</p> <p>EPHS 8) Assure a competent public health and personal health care workforce</p>		
<p>Objective(s): <i>List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)</i></p> <p>1.1 During FY 12, the HCHHSD will empower the community to improve their health status by being actively involved in providing health education in promoting wellness and disease prevention.</p> <p>2.2 During FY 12, the HCHHSD will assure a competent public health and personal health care workforce.</p>		
<p>Performance Measure: <i>List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.</i></p> <p>1.1 During FY 12, the HCHHSD will continue to educate and empower the community, students in public schools, health clinics and agency workforce on tobacco prevention and cessation, disease prevention, and health promotion.</p> <p>2.2 During FY 12, 100% of the HCHHSD professional staff will be in compliance with professional licensure, certifications, and yearly required trainings.</p>		
<p>Activities <i>List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.</i></p>	<p>Evaluation and Improvement Plan <i>List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.</i></p>	<p>Deliverable <i>Describe the tangible evidence that the activity was completed.</i></p>
<p>1.1.1 The PHIT will develop health, wellness, &</p>	<p>1.1.1 The DON will monitor & evaluate educational</p>	<p>1.1.1. The DON & PHS will maintain a</p>

<p>disease prevention educational programs (power points, video's, DVD's) for community presentations.</p> <p>1.1.2 The PHIT will develop specific program modules (power points, video's DVD's) for the department's professional staff quarterly/yearly trainings.</p> <p>2.2.1- The PHS & Outreach Specialist will continue to provide individual & group health education promoting wellness & disease prevention in the health clinics & in the community.</p> <p>2.2.2 The PHS & Outreach Specialist will continue to participate in health fairs in the community promoting wellness and disease prevention.</p> <p>2.2.3 The PHS will continue to collaborate with community agencies and schools in developing activities to promote the program prevention/cessation of tobacco use.</p> <p>3.3.1 The DON & Adm. Secretary will continue to secure & update required licensure from Health Department professional personnel yearly.</p> <p>3.3.2- The DON & Adm. Secretary will continue to secure and update required certifications (i.e. CPR, Vision & Hearing) from the Health Department professional and support personnel, as needed.</p> <p>3.3.3- The DON & ADON will continue to provide and maintain professional and support personnel educated/trained on required health issues (i.e. infection control, family violence, clinical policies and procedures).</p>	<p>programs presented to the community thru post-presentation participant evaluations.</p> <p>1.1.2 The DON will monitor & evaluate the training programs thru professional staff post-training evaluations.</p> <p>2.21- 2.2.2. The DON will utilize the States Healthy People 2020 objectives for cardiac & cancer disease prevention.</p> <p>2.2.3 The standards/laws from state, local and federal on tobacco use regulations will be re-inforced. PHS will evaluate feed back from surveys/questionnaires collected from community sites on personal daily living and tobacco use.</p> <p>3.3.1 The HCHHSD Director of Nursing and Adm. Secretary will ensure compliance of Texas Board of Nursing Standards by maintaining licenses of all professional current and secure in personnel file, yearly.</p> <p>3.3.2- The HCHHSD Director of Nursing and Adm. Secretary will ensure all professional & support staff maintain certifications for CPR, Vision/Hearing and C/M are kept current as per DSHS standards.</p> <p>3.3.3.- The HCHHSD Director of Nursing and Assistant Director of Nursing will schedule trainings for professional & support staff as per Health Department Staff Development Policies; and will conduct yearly (and as needed) job performance evaluations which will be used to measure staff development needs on an ongoing basis.</p>	<p>library of all developed educational materials and will secure & keep on file the monthly activity reports.</p> <p>1.1.2. The DON will maintain the agenda's & sign up sheets of trainings conducted on file.</p> <p>2.2.1 & 2.2.2 Monthly schedules of daily activities are maintained and on file by the PHS. Monthly and quarterly reports are compiled on activities conducted; and, surveys and questionnaires are utilized to measure effectiveness and future planning in all activities.</p> <p>2.2.3 – The monthly schedules of daily activities are maintained & kept on file by the PHS.</p> <p>3.3.1 & 3.3.2- Required licenses/certifications of professional and assigned personnel are secured and on file at the Department's Central Office by the DON & Administrative Secretary.</p> <p>3.3.3- Professional and assigned personnel trainings/in-services agenda's/ minutes and registration lists are kept on file by the DON. The department Staff Development Plan is kept current by the DON; and made accessible to all clinic personnel.</p>
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