

**From:** Azadi, Mahsa (DSHS) [<mailto:Mahsa.Azadi@dshs.state.tx.us>]

**Sent:** Tuesday, December 31, 2013 5:01 PM

**To:** [eva.rubio@hchd.org](mailto:eva.rubio@hchd.org)

**Subject:** 2014-045408-001, PPCPS/BTDFP1, HIDALGO COUNTY

Hello Contractor,

Attached are files containing your Department of State Health Services (DSHS) contract. Please print two copies of each, in the order they appear in this email, sign and return both copies to this unit as soon as possible. Your contract will be signed by DSHS and returned to your agency.

Changes made to any portion of the contract document (s) are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at <http://www.dshs.state.tx.us>.

NOTE: Return both copies of the contract in their entirety to one of the two addresses below. Contracts returned to any other address may result in contract delays.

<b>Physical Address for Overnight Mail</b>	<b>Mailing Address for Regular Mail</b>
Client Services Contracting Unit MC 1886 Department of State Health Services 1100 W.49 <sup>th</sup> Street Austin, TX 78756	Client Services Contracting Unit MC 1886 Department of State Health Services PO Box 149347 Austin, TX 78714- 9347

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, contact Donna Ockletree at 512-776-3683 or via email at [donna.ockletree@dshs.state.tx.us](mailto:donna.ockletree@dshs.state.tx.us).

Donna Ockletree, CTPM

Contract Specialist

Procurement and Contracting Services

PCS Customer Service: [CST\\_HHSC@hpsc.state.tx.us](mailto:CST_HHSC@hpsc.state.tx.us)

Phone: 512-776-3683

Fax: 512-776-7351

## DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2014-045408 (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 \$89,999.00, 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 01/01/2014 and ends on 06/30/2014. 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:

2014-045408-001 Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre
  - 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

David Gruber

\_\_\_\_\_  
Printed Name and Title

Assistant Commissioner for Regional and  
Local Health Services

\_\_\_\_\_  
Address

1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756

\_\_\_\_\_  
City, State, Zip

512.776.7111

\_\_\_\_\_  
Telephone Number

david.gruber@dshs.state.tx.us

\_\_\_\_\_  
E-mail Address for Official Correspondence

DOCUMENT NO.2014-045408  
PROGRAM ATTACHMENT NO. 001  
PURCHASE ORDER NO. 0000401309

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: Preparedness and Prevention Community Preparedness Section /  
Bioterrorism Discre

TERM: 01/01/2014 THRU: 06/30/2014

**SECTION I. STATEMENT OF WORK:**

**A.** Contractor will complete the Public Health Emergency Preparedness (PHEP) South Texas Hurricane and Mass Fatality Conference Project, Operation Lone Star (OLS) 2014 Project, and the Community Preparedness of Responder and Volunteer Safety, Tracking and Management during Emergency Operations Project by performing activities for these projects that support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102CONT13) from the Centers for Disease Control and Prevention (CDC). CDC's new five-year PHEP – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs by advancing public health and healthcare preparedness.

**B.** Dependent of the type of project that the Contractor is performing under this Program Attachment, the Contractor will address the following CDC PHEP Capabilities that are specific to their project.

- 1. Capability 1 – Community Preparedness** is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.
- 2. Capability 2 – Community Recovery** is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.
- 3. Capability 3 – Emergency Operations Center Coordination** is ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

4. **Capability 4 – Emergency Public Information and Warning** is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.
5. **Capability 5 – Fatality Management** is the ability coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.
6. **Capability 6 – Information Sharing** is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.
7. **Capability 7 – Mass Care** is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to be met as the incident evolves.
8. **Capability 8 – Medical Countermeasure Dispensing** is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.
9. **Capability 9 – Medical Material Management and Distribution** is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical material (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical material, as necessary, after an incident.
10. **Capability 10 – Medical Surge** is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.
11. **Capability 11 – Non-Pharmaceutical Interventions** is the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.

**12. Capability 12 – Public Health Laboratory Testing** is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event incident and post-exposure activities.

**13. Capability 13 – Public Health Surveillance and Epidemiological Investigations** is the ability to create, maintain, support and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

**14. Capability 14 – Responder Safety and Health** describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

**15. Capability 15 – Volunteer Management** is the ability to coordinate the identification, recruitment, registration, credential verification, training and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

C. The Contractor will complete the following three projects:

1. South Texas Hurricane and Mass Fatality Conference Project BP2-LHD-74,” which has been allocated \$42,430.00 to support the need for a coordinated and multidisciplinary conference to educate regional and local partners in hurricane and mass fatality planning.
2. Operation Lone Star (OLS) 2014 Project BP2-LHD-75, which has been allocated \$10,800.00 to conduct OLS. This is a full-scale exercise in partnership with local stakeholders/partners. The design of OLS is to establish a learning environment for stakeholders and partners to exercise emergency response plans, policies, and procedures as they pertain to a real life emergency.
3. Community Preparedness of Responder and Volunteer Safety, Tracking and Management during Emergency Operations Project BP2-LHD-76 , which has been allocated \$36,769.00 to acquire a volunteer electronic tracking system otherwise known as Radio Frequency Identification -RFID to support the public health responsibility of staff, ESF 8 Partners and volunteers who provide response support.

D. If this Contract is for more than one project, then Contractor will request and receive approval to move funds between projects from their assigned contract manager and project manager before these funds can be moved.

**E.** Contractor will not exceed the total amount of this Contract without DSHS prior approval, which will be evidenced by the Parties executing a written amendment.

**F.** Contractor will comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006; and
3. Texas Health and Safety Code Chapter 81.

**G.** Contractor will comply with all applicable regulations, standards and guidelines in effect on the beginning date of the Term of this Contract.

**H.** The Parties have the authority under Texas Government Code Chapter 791 to enter into this Interlocal Cooperation Contract.

**I.** Texas Government Code § 421.062 provides that since this Contract is for a homeland security service that neither party is responsible for any civil liability that may arise from this Contract.

**J.** The following documents and resources are incorporated by reference and made a part of this Contract:

1. DSHS and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120102CONT13;
2. Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:  
[http://www.cdc.gov/phpr/capabilities/DSLRCapabilities\\_July.pdf](http://www.cdc.gov/phpr/capabilities/DSLRCapabilities_July.pdf);
3. Presidential Policy Directive 8/PPD-8, March 30, 2011:  
<http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf>;
4. Homeland Security Exercise and Evaluation Plan (HSEEP) Documents:  
[https://hseep.dhs.gov/pages/1001\\_HSEEP7.aspx](https://hseep.dhs.gov/pages/1001_HSEEP7.aspx);
5. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):  
<http://www.texasprepares.org/survivingdisaster.htm>; and
6. Preparedness Program Guidance(s) as provided by DSHS and CDC.

**K.** Funds awarded for this Contract 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 the 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.

**L.** The Contractor is required to provide matching funds for this Program Attachment not less than ten-percent of total costs. Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (<http://www.dshs.state.tx.us/contracts/cfpm.shtm>) 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 Contractor must follow procedures for generally accepted accounting practices as well as meet audit requirements.

**M.** In the event of a public health emergency involving a portion of the state, Contractor will mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS. This provision is not applicable if the Contractor is a poison control center.

**N.** Contractor will inform DSHS in writing if Contractor will not continue performance under this Program Attachment within thirty days of receipt of an amended standard(s) or guideline(s). DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

**O.** If applicable, Contractor will develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

**P.** 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, Contractor's budget may be subject to a decrease for the remainder of the Term of the Contract. If applicable, vacant positions existing after ninety days may result in a decrease in funds.

**Q.** The Contractor will submit:

1. Programmatic reports as directed by DSHS in a format specified by DSHS. Contractor will 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;
2. An annual inventory report of equipment purchases from January 1, 2014-June 30, 2014 in a format prescribed by DSHS no later than August 14, 2014;
3. An end-of-year performance report in a format specified by DSHS no later than August 14, 2014; and
4. Reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

If Contractor is legally prohibited from providing such reports, Contractor will immediately notify DSHS in writing.

**R.** In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to five percent of this Program Attachments funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

**S.** For the purposes of this Contract, the Contractor may not use funds for fundraising activities, lobbying, research, construction, major renovations and reimbursement of pre-award costs, clinical care, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, backfilling costs for staff or the purchase of incentive items.

**SECTION II. PERFORMANCE MEASURES:**

**A.** Contractor will meet and report performance measures based on milestones that are developed in coordination with DSHS for the Contractor's project as provided in the Section I.

**B.** Contractor will report the expenditure breakdown and provide an update of progress and activities as outlined in PHEP Discretionary Monthly Project Report. Contractor will submit the PHEP Discretionary Monthly Project Report for each project that is outlined in Section 1, Statement of Work. Each report will be submitted to [PHP.VoucherSupport@dshs.state.tx.us](mailto:PHP.VoucherSupport@dshs.state.tx.us) and [PHEP@dshs.state.tx.us](mailto:PHEP@dshs.state.tx.us).

The PHEP Discretionary Monthly Project Report is due in accordance to the table below:

January 1-January 31, 2014	February 5, 2014
February 1-February 28, 2014	March 5, 2014
March 1-March 31, 2014	April 7, 2014
April 1-April 30, 2014	May 5, 2014
May 1-May 31, 2014	June 5, 2014
June 1-June 30, 2014	July 7, 2014

Contractor shall provide services in the following counties: **Hidalgo**

**SECTION III. SOLICITATION DOCUMENT:**

Exempt - Governmental Entity

**SECTION IV. RENEWALS:**

DSHS may renew this Contract at DSHS's sole discretion by executing either a written amendment renewing this Contract or entering into a new agreement with the Contractor.

**SECTION V. PAYMENT METHOD:**

A. DSHS will pay the Contractor on a cost reimbursement basis as provided for in the attached Categorical Budget and, if applicable to this project, Equipment List.

B. DSHS will make payments for services it receives under this Contract to the Contractor from its current revenues.

C. If applicable, the Contractor will liquidate or return unused portions of the working capital advance to the DSHS prior to the end of the contract period of June 30, 2014

## **SECTION VI. BILLING INSTRUCTIONS:**

Contractor will request payment using 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, the Contractor will submit the Financial Status Report (FSR-269A) on a quarterly basis. Vouchers, supporting documentation and the Financial Status Report should be mailed or submitted by fax or email to the addresses/number below.

Claims Processing Unit, MC1940  
Texas Department of State Health Services  
1100 West 49<sup>th</sup> Street  
PO Box 149347  
Austin, TX 78714-9347  
Fax: (512) 458-7442  
Email: [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us)

## **SECTION VII. BUDGET:**

SOURCE OF FUNDS: CFDA # 93.069

## **SECTION VIII. SPECIAL PROVISIONS:**

A. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 14, 2014, for costs incurred between the services dates of January 1, 2014 and June 30, 2014. No expenditures with service dates from January 1, 2014 to June 30, 2014 will be paid after August 14, 2014 from the Budget Period 2 (BP2) allocation. This Subsection supersedes Section 4.03 of the Fiscal Year 2014 Department of State of Health Services General Provisions (Core/Sub Recipient).

B. As provided for in Section 6 of the Contract, the following Fiscal Year 2014 Department of State of Health Services General Provisions (Core/Sub Recipient) are amended.

1. Section 4.02 (Billing Submission) is modified by adding the following language  
“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.”
2. Section 13.15 (Amendment) is modified by adding the following language “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.”
  3. Section 13.16 (Contractor’s Notification of Change to Certain Contract Provisions) is modified by deleting in its entirety Subsection (d) of this Section.

2014-045408-001

### Categorical Budget:

PERSONNEL	\$0.00
FRINGE BENEFITS	\$0.00
TRAVEL	\$0.00
EQUIPMENT	\$0.00
SUPPLIES	\$43,028.00
CONTRACTUAL	\$0.00
OTHER	\$56,972.00
TOTAL DIRECT CHARGES	\$100,000.00
INDIRECT CHARGES	\$0.00
TOTAL	\$100,000.00
DSHS SHARE	\$89,999.00
CONTRACTOR SHARE	\$10,001.00
OTHER MATCH	\$10,001.00

Total reimbursements will not exceed \$89,999.00

Financial status reports are due: 04/30/2014, 08/30/2014