

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT 2014-001052-01**



This 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 Governmental, (collectively, the Parties) entity.

- 1. Purpose of the Contract:** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.
- 2. Total Amount:** The total amount of this Contract is \$126,424.00.
- 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 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. 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. Program Name:** RLSS/LPHS RLSS/Local Public Health System-PnP

## 7. Statement 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 perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

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.

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 Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY14 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit.

**BILLING INSTRUCTIONS:**

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link <http://www.dshs.state.tx.us/cmeps/>. For assistance with CMPS, please email [CMPS@dshs.state.tx.us](mailto:CMPS@dshs.state.tx.us) or call 1-855-312-8474.

**8. Service Area**

Hidalgo County

**This section intentionally left blank.**

**10. Procurement method:**

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00025

RLHS GOLIVE LPHS PROPOSAL

**11. Renewals:**

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2014

**12. Payment Method:**

Cost Reimbursement

**13. Source of Funds:**

93.991, State, State

**14. DUNS Number:**

103110834

**15. Programmatic Reporting Requirements:**

<b>Report Name</b>	<b>Frequency</b>	<b>Period Begin</b>	<b>Period End</b>	<b>Due Date</b>
Project Service Delivery Plan	Quarterly	09/01/2013	11/30/2013	12/30/2013
Project Service Delivery Plan	Quarterly	12/01/2013	02/28/2014	03/31/2014
Project Service Delivery Plan	Quarterly	03/01/2014	05/31/2014	06/30/2014
Project Service Delivery Plan	Quarterly	06/01/2014	08/31/2014	09/31/2014
Financial Status Report	Quarterly	09/01/2013	11/30/2013	12/30/2013
Financial Status Report	Quarterly	12/01/2013	02/28/2014	03/31/2014
Financial Status Report	Quarterly	03/01/2014	05/31/2014	06/30/2014
Financial Status Report	Quarterly	06/01/2014	08/31/2014	10/31/2014

## 16. Special Provisions

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

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.

Programmatic Reporting Submission Requirements:

Reports and Report signature page should be sent electronically to:

LocalPHTeam@dshs.state.tx.us, or the signature page can sent by facsimile to 512-776-7391. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director.

See Programmatic Reporting Requirements section for required reports.

General Provisions, ARTICLE II SERVICES, Section 2.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment 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.

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

General Provisions, Section 12.20 Equipment (Including Controlled Assets) Purchases, is revised to include the following:

For the purpose of this Program Attachment, equipment is not approved as part of the base budget for LPHS. The funds are for direct services. Although, at mid-year of the contract term, if funds are identified as not being used, the funds may be used to purchase equipment in the 3rd quarter of the contract or program attachment term. Contractor must submit proposal to redirect funds with justification as to how the equipment helps achieve the goals, objectives, and deliverables outlined in Exhibit A (Project Service Delivery Plan). The proposal must be submitted to the contract manager assigned to the program attachment.

General Provisions, General Terms Article VIII, Amendment Section 13.15, is amended to include the following:

Contractor must submit all amendment and revision requests electronically through the Contract Management and Procurement System (CMPS) at least 90 days prior to the end of the term of this Program Attachment.

**17. Documents Forming Contract.** The Contract consists of the following:

- a. Contract (this document) 2014-001052-01
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budgets
  
- d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
- e. Exhibits Exhibit A

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.

**18. Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

**19. 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  
Vendor Identification Number: 17460007176 037

**20. 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.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

**Department of State Health Services**

**Hidalgo County**

By:  
Signature of Authorized Official

By:  
Signature of Authorized Official

Date

Date

Name and Title  
1100 West 49th Street  
Address  
Austin, TX 787-4204  
City, State, Zip

Name and Title  
  
Address  
  
City, State, Zip

Telephone Number

Telephone Number

E-mail Address

E-mail Address

**BUDGET SUMMARY**

Organization Name: Hidalgo County  
 Contract Number: 2014-001052-00  
 Proposal ID: RLHS-2014-Hidalgo -00038

Program ID: RLSS/LPHS  
 Procurement ID: GST-2012-Solicitation-00025  
 Procurement Name: RLHS GOLIVE LPHS PROPOSAL

**Budget Categories**

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	\$60,505	\$0	\$0	\$60,505
Fringe Benefits	\$22,169	\$0	\$0	\$22,169
Travel	\$0	\$0	\$0	\$0
Equipment	\$7,805	\$0	\$0	\$7,805
Supplies	\$32,945	\$0	\$0	\$32,945
Contractual	\$0	\$0	\$0	\$0
Other	\$3,000	\$0	\$0	\$3,000
<b>Total Direct Costs</b>	<b>\$126,424</b>	<b>\$0</b>	<b>\$0</b>	<b>\$126,424</b>
Indirect Costs	\$0	\$0	\$0	\$0
<b>Totals:</b>	<b>\$126,424</b>	<b>\$0</b>	<b>\$0</b>	<b>\$126,424</b>

**Subcontracting**

Subcontracting Percentage: 0.00%

**Match Contributions**

Required Match Percentage: %      Calculated Match Percentage: 0.00%

Required Match Amount: \$0      Calculated Match Amount: \$0

Source of Cash Match Funds

0 of 500

Source of In Kind Match Funds

0 of 500

**Program Income**

Projected Earnings:

Source of Earnings

0 of 500

**Non DSHS Funding**

Direct Federal Funds:	\$0
Other State Agency Funds:	\$0
Local Funding Sources:	\$0
Other Funds:	\$0



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**EQUIPMENT CATEGORY DETAIL**

Organization Name: Hidalgo County      Program ID: RLSS/LPHS  
 Contract Number: 2014-001052-00      Procurement ID: GST-2012-Solicitation-00025  
 Proposal ID: RLHS-2014-Hidalgo -00038      Procurement Name: RLHS GOLIVE LPHS PROPOSAL

Description of Item*	Purpose & Justification*	Equipment Specifications	Number of Units*	Cost Per Unit*	Funding
Guardian 190 ES ULV Cold Fog Aerosol Mosquito Sprayer, 19 HP Kawasaki engine 79 of 150	To be used for preventive health diseases such as west nile virus and other health issues. 94 of 250	<a href="#">Browse...</a> <input type="checkbox"/> DELETE <a href="#">23153-EquipmentQuotes.pdf</a>	1	\$7,805	Cash
0 of 150	0 of 250	<a href="#">Browse...</a>			
0 of 150	0 of 250	<a href="#">Browse...</a>			
0 of 150	0 of 250	<a href="#">Browse...</a>			

**Cash Total:**  
**In Kind Match Total:**  
**Total Amount Requested for Equipment:**

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Note Created By


Medina, Elma-Contractor  
7/16/2013 4:54:06 PM

Last Modified By

Medina, Elma-Contractor  
1/7/2014 1:53:46 PM

**EXHIBIT A**

Organization Name:  Hidalgo County



Contract Number: 2014-001052-00  
Contract Term: 9/1/2013 - 8/31/2014

Program ID: RLSS/LPHS  
Program Name: RLSS/Local Public Health System-PnP

**EXHIBIT A**

**FY 2014 Request for Local Public Health Services Funds  
Project Service Delivery Plan**

Texas Department of State Health Services

Local Health Department: Hidalgo County  
Contract Term: September 1, 2013 through August 31, 2014

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)

**Public Health Issue:** Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.

1. To continue to enhance, develop and promote programs that support individual and community efforts to improve health.
2. To continue to develop and implement quality assurance policies to assure a competent public health and personal.

**Essential Public Health Service(s):** List the EPHS(s) that will be provided or supported with LPHS Contract funds

- EPHS #3) Inform, educate, and empower people about health status.
- EPHS #8) Assure a competent public health and personal health care workforce.

**OBJECTIVE(s):** 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.)

1.1 During FY 14, 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.

2.2 During FY 14, the HCHHSD will assure a competent public health and personal health care workforce.

**PERFORMANCE MEASURE:** 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.

1.1 During FY 14, 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.

2.2 During FY 14, 100% of the HCHHSD professional staff will be in compliance with professional licensure, certifications, and yearly required trainings.

**ACTIVITIES** List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.

1.1.1 The Public Health Technician I (PHT I) will develop health, wellness, & disease prevention educational programs (power points, video's, DVD's) for community presentations.

1.1.2 The PHT I will develop specific program modules (power points, video's DVD's) for the department's professional staff quarterly/yearly trainings.

1.1.3 HCHHSD Vector Control staff will use the mosquito sprayers in residential areas within Hidalgo County with the primary goal of preventing mosquito borne illnesses i.e. West Nile, Dengue, and other diseases.

2.2.1 The PHS, Educator & Outreach Specialist will continue to provide individual & group health education promoting wellness & disease prevention in the health clinics & in the community.

2.2.2 The PHS, Educator & Outreach Specialist will continue to participate in health fairs in the community promoting wellness and disease prevention.

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.

3.3.1 The DON & Adm. Secretary will continue to secure & update required licensure from Health Department professional personnel yearly.

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.

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).

**EVALUATION and IMPROVEMENT PLAN** List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.

1.1.1 The Director of Nursing (DON) will monitor & evaluate educational programs presented to the community thru post-presentation participant evaluations.

1.1.2 The DON & Assistant Director of Nursing (ADON) will monitor & evaluate the training programs thru professional staff post-training evaluations.

1.1.3 HCHHSD's Environmental Division Manager will coordinate the usage of the mosquito sprayers that will maximize disease/illness prevention within the County. This action will be supported by community education, media exposure and vector trapping efforts.

2.21- 2.2.2. The DON will utilize the States Healthy People 2020 objectives for cardiac & cancer disease prevention.

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.

3.3.1 The DON 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.

3.3.2 The DON and ADON 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.

3.3.3. The DON and ADON 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

**DELIVERABLE** Describe the tangible evidence that the activity was completed.

1.1.1. The DON & Public Health Specialist (PHS) will maintain a library of all developed educational materials and will secure & keep on file the monthly activity reports.

1.1.2. The DON will maintain the agenda's & sign up sheets of trainings conducted on file.

1.1.3 HCHHSD's Environmental Division Manger and their team will maintain application data, GPS locations, and documentation regarding any intervention prevention efforts being provided.

2.2.1 & 2.2.2 Monthly schedules of daily activities will be maintained and kept on file by the PHS. Monthly and quarterly reports will be compiled on activities conducted; and, surveys and questionnaires will be utilized to measure effectiveness and future planning in all activities.

2.2.3 – The monthly schedules of daily activities will be maintained & kept on file by the PHS.

3.3.1 & 3.3.2- Required licenses/certifications of professional and assigned personnel will be secured and kept on file at the Department's Central Office by the DON & Administrative Secretary.

3.3.3- Professional and assigned personnel trainings/in-services agenda's/ minutes and registration lists will be kept on file by the DON. The department Staff Development Plan will be kept current by the DON; and made accessible to all clinic personnel.