

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT 2015-001052-00**



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 \$102,403.00.

**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 09/01/2014 and ends on 08/31/2015. 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:

### STATEMENT OF WORK:

A. CONTRACTOR will work on continuing the local public health infrastructure within the counties identified in Section II by:

1. Developing objective(s) to address a public health issue;
2. Utilizing resources provided through this contract to conduct activities outlined in the Exhibit A and services that provide or support the delivery of essential public health services;
3. Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
4. 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 Inter-local 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, Healthy People 2020 related goals and objectives, DSHS Programmatic grant guidance and performance standards relative to the contractors identified scope of work, as well as 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.

B. CONTRACTOR will perform activities required under this program attachment in the service area designated in the most recent version of Section 8, "Service Area" of this contract."

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

1. Chapter 23-11 of the Healthy People 2020;
2. Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
3. Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".

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

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

F. DSHS will 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.

G. 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.

PERFORMANCE MEASURES:

A. CONTRACTOR will complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY15 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit A.

B. CONTRACTOR will provide activities and services as submitted by CONTRACTOR in the following county (ies)/area:

BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed OR submitted by fax OR electronic mail to the addresses/number below.

Claims Processing Unit, MC 1940  
Department of State Health Services  
1100 West 49th Street  
P.O. Box 149347  
Austin, TX 78714-9347  
FAX #: (512) 776-7442  
Email: [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us)

## 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: 08/31/2015

**12. Payment Method:**

Cost Reimbursement

**13. Source of Funds:**

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 Deliv	Quarterly	09/01/2014	11/30/2014	12/31/2014
Project Service Deliv	Quarterly	12/01/2014	02/28/2015	03/31/2015
Project Service Deliv	Quarterly	03/01/2015	05/31/2015	06/30/2015
Project Service Deliv	Quarterly	06/01/2015	08/31/2015	09/30/2015
Financial Status Rep	Quarterly	09/01/2014	11/30/2014	12/31/2014
Financial Status Rep	Quarterly	12/01/2014	02/28/2015	03/31/2015
Financial Status Rep	Quarterly	03/01/2015	05/31/2015	06/30/2015
Financial Status Rep	Quarterly	06/01/2015	08/31/2015	10/15/2015

**Submission Instructions:**

Contractor shall submit Project Service Delivery Plan (Exhibit A) report on a quarterly basis, as noted on the Exhibit A, to the contract manager by the end of the month following the end of each quarter. Submit to: LocalPHTeam@dshs.state.tx.us ; Fax #: 512/776-9347.

Contractor shall submit quarterly FSRs to Fiscal-Claims Processing Unit by the last business day of the month following the end of each quarter. Contractor shall submit the final FSR no later than 45 calendar days following the end of the applicable term.

Submit to: invoices@dshs.state.tx.us ; Fax #: 512/776-7442.

## 16. Special Provisions

### SPECIAL PROVISIONS:

General Provisions, ARTICLE II COMPLIANCE AND REPORTING, Section 2.03 Reporting, are revised to include the following paragraph:

CONTRACTOR will 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 will 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.

### 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 III SERVICES, Section 3.02 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 will 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 will 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 will notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, ARTICLE XIV GENERAL BUSINESS OPERATIONS OF CONTRACTOR, Section 14.01 Responsibilities and Restrictions Concerning Governing Board, Officers and Employees, is not applicable to this program Attachment.

General Provisions, ARTICLE XIV GENERAL BUSINESS OPERATIONS OF CONTRACTOR, Section 14.20 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, ARTICLE XV GENERAL TERMS, Section 15.15 Amendment, 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)      2015-001052-00
- 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                            Project Service Delivery Plan

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

**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,

**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

Program ID: RLSS/LPHS

Contract Number: 2015-001052-00

#### Budget Categories

<b>Budget Categories</b>	<b>DSHS Funds Requested</b>	<b>Cash Match</b>	<b>In Kind Match Contributions</b>	<b>Category Total</b>
Personnel	\$61,946.00	\$0.00	\$0.00	\$61,946.00
Fringe Benefits	\$22,716.00	\$0.00	\$0.00	\$22,716.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$12,741.00	\$0.00	\$0.00	\$12,741.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$5,000.00	\$0.00	\$0.00	\$5,000.00
Total Direct Costs	\$102,403.00	\$0.00	\$0.00	\$102,403.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$102,403.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$102,403.00</b>

## Project Service Delivery Plan

Organization Name: Hidalgo County

Contract Number: 2015-001052-00

Program ID: RLSS/LPHS

Contract Term: 09/01/2014 - 08/31/2015

Program Name: RLSS/Local Public Health System-Pi

Exhibit A:

Local Health Department: Hidalgo County

Contract Term: September 1, 2014 through August 31, 2015

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 health care workforce.

**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 15, 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 15, 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 15, 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 15, 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; and to include public service announcements in news paper, TV, radio & Web.

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.

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

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

1.1.6. The PHS will continue to collaborate with community agencies and schools in developing activities to promote the program prevention/cessation of tobacco use.

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

2.2.2. 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.

2.2.3. 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) & Chief Administrative Officer will monitor & evaluate educational programs presented to the community thru post-presentation participant evaluations & community event after action reports.

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.

1.1.4. – 1.1.5. The DON will utilize the States Healthy People 2020 objectives for cardiac & cancer disease prevention.

1.1.6. 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.

2.2.1. 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.

2.2.2. 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.

2.2.3. 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 Manager and their team will maintain application data, GPS locations, and documentation regarding any intervention prevention efforts being provided.

1.1.4. -1.1.5. 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.

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

2.2.1. - 2.2.2. 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.

2.2.3. 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.



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### **CERTIFICATION REGARDING LOBBYING**

Organization Name: Hidalgo County  
Contract Number: 2015-001052-00

For contracts greater than \$100,000, this attachment is applicable and must be signed as part of the contract agreement.

#### **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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "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 than \$10,000 and not more than \$100,000 for each such failure.

Applicable  Non-Applicable

Signature of Authorized Individual

Date:

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FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name Hidalgo County
Address 1304 S 25th St
City Edinburg State Texas Zip Code (9 digit) 78539
Payee Name Hidalgo County
Address Hidalgo County Treasurer 2810 S Business 281
City Edinburg State TX Zip Code (9 digit) 78539-6243
Vendor identification No. 17460007176 MailCode 037
Payee DUNS No. 103110834

1. Did your organization have a gross income, from all sources, of more than \$300,000 in your previous tax year? \*
Yes No

2. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?
Yes No

3. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?
Yes No

Identify contact persons for FFATA Correspondence. \*

FFATA Contact Person #1

Name\* Ramon Garcia
Email\* ramon.garcia@co.hidalgo.tx.us
Telephone\* (956) 318-2600

FFATA Contact Person #2

Name\* Ray Eufracio CPA

Email\*

ray.eufracio@auditor.co.hidalgo.tx.us

Telephone\*



(956) 318-2511

As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.


E-Signature

Date

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