

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

October 10, 2014

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:


Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

The county auditor shall certify to the commissioner's court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

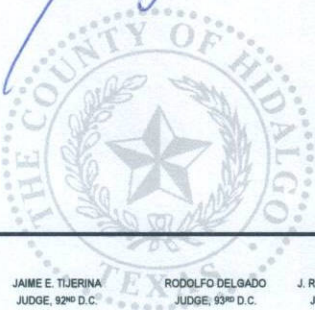
I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$ 127,937.00	Award No. 2015-047253-001 Preparedness and Prevention Community Preparedness Section/Bioterrorism

CERTIFIED BY:


Raymundo Eufrazio, CPA
Hidalgo County Auditor

10/13/14
Date



HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TUJERINA JUDGE, 92 ND D.C.	RODOLFO DELGADO JUDGE, 93 RD D.C.	J. R. "BOBBY" FLORES JUDGE, 139 TH D.C.	ROSE GUERRA REYNA JUDGE, 206 TH D.C.	JUAN R. PARTIDA JUDGE, 275 TH D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332 ND D.C.	NOÉ GONZALEZ JUDGE, 370 TH D.C. OVERSEER	LETICIA LOPEZ JUDGE, 389 TH D.C.	AIDA SALINAS FLORES JUDGE, 398 TH D.C.	ISRAEL RAMON, JR. JUDGE, 430 TH D.C.	JESSE CONTRERAS JUDGE, 449 TH D.C.
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Cynthia Paslak

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Monday, October 06, 2014 1:17 PM
To: cynthia.paslak@auditor.co.hidalgo.tx.us
Cc: deborah.fischer@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - PPCPS / BD - \$127,937
Attachments: 2015-047253 PPCPS BDS FY 15 Grant Contract.pdf

Hello Cynthia:

Attached is a copy of the PPCPS / BD grant contract we are presenting to Commissioner's Court on 10/14/14.

We'd appreciate if you can arrange for a Certification of Revenue in the amount of \$127,937.00.

Let me know if you have any questions.

Thanks,

Mike Escaname

Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St
Edinburg, Texas 78539
Main Office - 956-383-6221
Direct - 956-292-7000 ext. 7210



AI-46820

Health & Human Services Dept. 12. A.

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Preparedness and Prevention Community Preparedness Section grant contract #2015-047253-001 in the amount of \$140,730.00 for the period of 10/01/2014 to 06/30/2015.
2. Requesting approval for County Judge to sign the Certification Regarding Lobbying statement.
3. Requesting approval for County Judge to sign the Fiscal Federal Funding and Transparency Act Certification.
4. Requesting approval of the Certification of Revenue in the amount of \$127, 937.00.
5. Requesting approval of the budget appropriation in the amount of \$127,937.00 in grant funds and \$12,793.00 in local match funds.

BACKGROUND

06/17/14 - AI-44876 - Approval to apply for grant.

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 4-1293-441-00-340-047-5-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

Grant requires a 10% local funding match.

Revenue account: 4-1293-331-12-340-047-5-000 PPCPS-BD REVENUE

Transfer In:4-1293-391-01-000-100-5-000

Transfer out: 4-1100-491-01-000-293-5-891

Attachments

Grant Contract

Budget appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/03/2014 10:24 AM
Manuel Chapa	Manuel Chapa	10/09/2014 04:59 PM
Budget & Management	Veronica Ortiz	10/03/2014 10:24 AM
Manuel Chapa	Manuel Chapa	10/09/2014 04:59 PM
Auditor's Office		
Purchasing Department		

Form Started By: Mike Escaname

Started On: 10/03/2014 08:40 AM

DATE: October 14, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-047-5-XXX PPCPS-BD

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
		-
SUPPLIES		
4-1293-441-00-340-047-5-601	PPCPS-BD-OFFICE & COMPUTER SUPPLIES	\$ 9,834.00
4-1293-441-00-340-047-5-604	PPCPS-BD-MEDICAL & LAB SUPPL	\$ 11,550.00
4-1293-441-00-340-047-5-613	PPCPS-BD-SAFETY SUPPLIES	\$ 1,650.00
4-1293-441-00-340-047-5-619	PPCPS-BD-OTHER MISC SUPPLIES	\$ 2,420.00
4-1293-441-00-340-047-5-748	PPCPS-BDS-OTHER EQUIPMENT	\$ 26,149.00
OTHER		
4-1293-441-00-340-047-5-320	PPCPS-BD-PROFESSIONAL SERVICES	\$ 66,000.00
4-1293-441-00-340-047-5-336	PPCPS-BD-COMPUTER SERVICES	\$ 11,731.00
4-1293-441-00-340-047-5-339	PPCPS-BD-OTHER PROF SERVICES	\$ 3,696.00
4-1293-441-00-340-047-5-550	PPCPS-BD-PRINTING & BINDING	\$ 7,700.00
TOTAL APPROPRIATION		\$ 140,730.00
4-1293-331-12-340-047-5-000	PPCPS-BD REVENUE	\$ 127,937.00
4-1293-391-01-000-100-5-000	TRANSFERS IN -GEN FUND (DO NOT POST)	\$ 12,793.00
4-1100-491-01-000-293-5-891	TRANSFERS OUT-HEALTH (DO NOT POST)	\$ 12,793.00
TOTAL APPROPRIATION		\$ 140,730.00

REASON: To appropriate the PPCPS-BD FY 15 grant award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S

DATE

	0.*
	9,834.00+
	11,550.00+
	1,650.00+
	2,420.00+
	26,149.00+
	66,000.00+
	11,731.00+
	3,696.00+
	7,700.00+
	140,730.00*
	0.*
	127,937.x
	10.%
	12,793.70*

From: "Ockletree, Donna (HHSC)" <Donna.Ockletree@hhsc.state.tx.us>
To: "Evangelina.Rubio@hchd.org" <Evangelina.Rubio@hchd.org>, "Evangelina.Rubio@hchd.org" <Evangelina.Rubio@hchd.org>, "mike.esaname@hchd.org" <mike.esaname@hchd.org>, "nancy.trevino@hchd.org" <nancy.trevino@hchd.org>
Cc: "Wilczynski, Jonah (DSHS)" <Jonah.Wilczynski@dshs.state.tx.us>
Subject: 2015-047253-001, PPCPS/BTDFP1, HIDALGO COUNTY
Date: 10/1/2014 6:50:07 PM

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 division as soon as possible. To expedite contract execution, please overnight the contract to the physical address below. Your contract will be signed by DSHS and returned to your agency.

Also attached is the Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification form that needs to be completed each fiscal year. Additional information regarding this federal requirement is available on the DSHS website at <http://www.dshs.state.tx.us/grants/>.

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 45 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 two copies of the contract in their entirety to the address below. Contracts returned to any other address may result in contract delays.

Mailing Address for Regular and Overnight Mail:

Health and Human Services Commission
Procurement and Contracting Services
Attn: **Donna Ockletree**
4405 North Lamar Blvd.
MC 2020
Austin, TX 78756

Please reference the DSHS contract and attachment number in all future correspondence.

If you have questions, contact **Donna Ockletree** at 512-206-4787 or via email at donna.ockletree@hhsc.state.tx.us.

Sincerely,

Donna Ockletree, CTPM
Procurement and Contracting Services
Health and Human Services Commission
PCS Customer Service: CST_HHSC@hhsc.state.tx.us
Phone: 512-206-4787
Fax: 512-206-5511

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2015-047253 (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 \$127,937.00, 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 10/01/2014 and ends on 06/30/2015. 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:

2015-047253-001 Preparedness and Prevention Community Preparedness Section /
Bioterrorism Discre
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s) (NA), and
 - e. Contractor's response(s) to the Solicitation Document(s) (NA).
 - f. Exhibits (NA)

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

CONTRACTOR: HIDALGO COUNTY

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

TERM: 10/01/2014 THRU: 06/30/2015

SECTION I. STATEMENT OF WORK:

A. Contractor will complete the Public Health Emergency Preparedness (PHEP) Operation Lonestar 2015 Project BP3-LHD-27 and 2015 South Texas Hurricane Conference: Resilient Regional Communities – Tools for Today and Tomorrow Project BP3-LHD-25. Also, the Contractor will complete one time funding activities allocated at **\$30,937.00** during the term of this contract that align with one or more of the 15 PHEP capabilities by performing activities that support the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102CONT14) from the Centers for Disease Control and Prevention (CDC).

CDC's five-year PHEP – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs by advancing public health and healthcare preparedness.

B. Depending on the type of project that the Contractor is performing under this Contract, the Contractor will address the following CDC PHEP Capabilities that are specific to the 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. Contractor will complete the following two projects:

1. Operation Lonestar 2015 Project BP3-LHD-27, which has been allocated \$20,000.00. Operation Lone Star (OLS) is a full-scale exercise by Hidalgo County Health and Human Services Department in partnership with Texas Department of State Health Services (DSHS) - Health Service Region-11, Texas Military Force, and 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.
2. 2015 South Texas Hurricane Conference: Resilient Regional Communities – Tools for Today and Tomorrow Project BP3-LHD-25, which has been allocated \$77,000.00. This project is to support the need for a coordinated and multidisciplinary conference to educate regional and local partners in preparedness and response for hurricanes, mass fatality, EOC, and encourage standards for resiliency.

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 DSHS 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 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

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

H. 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-TP12-120102CONT14;
2. Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:
<http://www.cdc.gov/phpr/capabilities/DSLRCapabilitiesJuly.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;
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.

I. 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.

J. The Contractor is required to provide matching funds for this Contract 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.

K. 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 an institution of higher education or a poison control center.

L. Contractor will inform DSHS in writing if Contractor will not continue performance under this Contract 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.

M. 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.

N. 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.

O. 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. A PHEP Discretionary Project Closeout Report in a format specified by DSHS no later than August 14, 2015; and
3. 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.

P. 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 Contract for response efforts. DSHS shall reimburse Contractor up to five percent of this Contract funded by 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.

Q. 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. Discretionary:

1. 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.
2. Contractor will report the project expenditure breakdown on the monthly B-13 (State of Texas Purchase Voucher) and provide an update of progress and activities as outlined in PHEP Discretionary Monthly Project Report.
3. 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 the PHEP@dshs.state.tx.us inbox.

B. Non-Discretionary/One-Time:

1. Monthly B-13 and additional acceptable supporting documentation will be submitted to the PHP.VoucherSupport@dshs.state.tx.us inbox, as well as the invoices@dshs.state.tx.us inbox outlined in Section VI.

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

October 1 – October 31, 2014	November 5, 2014
November 1 – November 30, 2014	December 5, 2014
December 1 – December 31, 2014	January 5, 2015
January 1-January 31, 2014	February 5, 2015
February 1-February 28, 2015	March 5, 2015
March 1-March 31, 2015	April 7, 2015
April 1-April 30, 2015	May 5, 2015
May 1-May 31, 2015	June 5, 2015
June 1-June 30, 2015	July 7, 2015
Discretionary Project Closeout Report	August 14, 2015 or earlier.

Contractor shall provide services in the following counties: Hidalgo

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS:

DSHS may renew the Discretionary portion of 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 pay the Contractor for its performance under this Contract from its current revenues.

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) and Match Reimbursement Certification (B-13A) on a quarterly basis. Vouchers, supporting documentation, Financial Status Reports, and Match Reimbursement Certification 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 49th Street
PO Box 149347
Austin, TX 78714-9347
Fax: (512) 458-7442
Email: invoices@dshs.state.tx.us

SECTION VII. BUDGET:

SOURCE OF FUNDS: CFDA # 93.069.000

DUNS NUMBER: 103110834

SECTION VIII. SPECIAL PROVISIONS:

- A.** Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 14, 2015, for costs incurred between the services dates of October 1, 2014 and June 30, 2015. No expenditures with service dates from October 1, 2014 to June 30, 2015 will be paid after August 14, 2015 from the Budget Period 3 (BP3) allocation. This Subsection supersedes Section 4.03 of the Fiscal Year 2015 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 2015 Department of State of Health Services General Provisions (Core/Sub Recipient) are amended.
 - 1.** Section 5.02 (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 15.15 (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 Contract.”
3. Section 15.16 (Contractor’s Notification of Change to Certain Contract Provisions) is
modified by deleting in its entirety Subsection (d) of this Section.

2015-047253-001

Categorical Budget:

PERSONNEL	\$0.00
FRINGE BENEFITS	\$0.00
TRAVEL	\$0.00
EQUIPMENT	\$0.00
SUPPLIES	\$51,603.00
CONTRACTUAL	\$0.00
OTHER	\$89,127.00
TOTAL DIRECT CHARGES	\$140,730.00
INDIRECT CHARGES	\$0.00
TOTAL	\$140,730.00
DSHS SHARE	\$127,937.00
CONTRACTOR SHARE	\$12,793.00
OTHER MATCH	\$12,793.00

Total reimbursements will not exceed \$127,937.00

Financial status reports are due: 01/31/2015, 04/30/2015, 08/14/2015



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

Signature

Date

Ramon Garcia, Hidalgo County Judge
Print Name of Authorized Individual

2015-047253
Application or Contract Number

HIDALGO COUNTY
Organization Name

**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.**

Legal Name of Contractor: HIDALGO COUNTY	FFATA Contact # 1 Name, Email and Phone Number: Ramon Garcia ramon.garcia@co.hidalgo.tx.us (956) 318-2600
Primary Address of Contractor: 302 W. University Dr. Edinburg, TX 78539	FFATA Contact #2 Name, Email and Phone Number: Ray Eufrazio ray.eufrazio@auditor.co.hidalgo.tx.us (956) 318-2511
ZIP Code: 9-digits Required www.usps.com 7 8 5 3 9 - 3 3 0 4	DUNS Number: 9-digits Required www.sam.gov 1 0 3 1 1 0 8 3 4
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits 1 7 4 6 0 0 0 7 1 7 6 0 6 0	

Printed Name of Authorized Representative Ramon Garcia	Signature of Authorized Representative
Title of Authorized Representative Hidalgo County Judge	Date

**Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION**

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

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

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.

If your answer is "No", answer questions "A" and "B".

A. 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

B. 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

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;
Sally Tam:300000*

Provide compensation information here:
