

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001400-01**



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 \$570,949.00.
- 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 12/31/2015. 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:** TB/PC-FED Tuberculosis Prevention and Control-Federal

7. Statement of Work:

SECTION 1. STATEMENT OF WORK:

This contract amendment is due to additional funding to extend the contract for four months, due to the unbundling of contracts.

A. PROVISION OF SERVICES:

Throughout Contractor's defined service area, Contractor shall develop and provide services and associated activities for the prevention and control of tuberculosis (TB) in accordance with federal funding requirements, 93.116 - Project Grants & Cooperative Agreements for Tuberculosis Control Programs.

Contractor shall 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.

Contractor shall not use funds under this contract to support clinical care such as physician and nursing services or medication purchases.

Contractor may use funds under this contract to support any or all of the following activities:

- Directly observed therapy (DOT);
- Contact Investigations;
- Contact Reviews;
- Surveillance;
- Reporting;
- Data analyses;
- Cluster investigations; and/or
- Provider Education.

Funds under this contract may support full time employees (FTEs) based on the percentage of time involved in performing any of the above activities or to support contractual activities such as DOT.

Contractor shall provide services outlined above in compliance with the following:

- DSHS Tuberculosis Work Plan, <http://www.dshs.state.tx.us/idcu/disease/tb/policies/>
- DSHS Standards of Performance for the Prevention and Control of Tuberculosis, <http://www.dshs.state.tx.us/IDCU/disease/tb/publications/SOP-2014-final.doc>;
- American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB, <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm>;
- Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine), Vol. 161, pp. 1376-1395, 2000) <http://ajrccm.atsjournals.org/cgi/reprint/161/4/1376>;
- Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003, <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm>;
- Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, <http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf>;
- Updated: Adverse Event Data and Revised ATS/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31), <http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5231a4.htm>;

- Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm>; and
- Guidelines for the Prevention and Treatment of Opportunistic Infections Among HIV-Exposed and HIV-Infected Children, <http://www.cdc.gov/mmwr/pdf/rr/rr58e0826.pdf>.

Contractor shall comply with all applicable federal and state regulations and statutes, including, but not limited to, the following:

- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, Subchapter B;
- Communicable Disease Prevention and Control Act, Texas Health and Safety Code, Chapter 81;
- Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89; • Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases; and
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

Contractor shall perform all activities under this Renewal Program Attachment in accordance with Tuberculosis and Refugee Health Services Branch, Tuberculosis Work Plan and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable procedures in the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract knows of the change(s).

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 what is projected in Contractor's total Renewal Program Attachment 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.

Use of Funds:

Contractor will be subject to adjustments in award amounts based on changes to the number of clients served, utilization of funds, or other factors.

Contractor shall provide a match of no less than 20% of the DSHS share of the total budget reflected in the Program Attachment. Contractor shall provide match at the required percentage or DSHS may hold payment vouchers, use administrative offsets, or request a refund from Contractor until such time as the required match ratio is met. No federal or other grant funds can be used as match.

Contractor shall not use DSHS funds or matching funds (including in-kind contributions) for:

1. Food;
2. Incentives;
3. Entertainment; or
4. Sectarian worship, instruction, or proselytization.

Contractor shall:

1. Lapse no more than 5% of the total funded amount of the contract.
2. Maintain and adjust spending plan throughout the contract term to avoid lapsing funds.

3. Maintain staffing levels to meet required activities of the contract and to ensure all funds in personnel category are expended.

Contractor's budget shall include costs to cover required TB trainings and continuing education training.

Contractor is allocated \$142,737.33 from September 1, 2014 – December 31, 2014.

Contractor is allocated \$428,211.67 from January 1, 2015 – December 31, 2015.

Expenditures must not exceed the above allocated amounts within the specified timeframes.

B. REPORTING:

Contractor shall provide a complete and accurate Annual Progress Report covering the period from January to December 2014, in the format provided by DSHS, demonstrating compliance with requirements of the Program Attachments during that time period. The report shall include, but not limited to, a detailed analysis of performance related to the performance measures listed below. The Contractor's Annual Progress Report shall not be combined with another Contractor's or health service region's Annual Progress Report. The report is due February 13, 2015, and shall be sent to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us. Any individual-level patient data this will need to be sent to Public Health Information Network (PHIN). Contractors can mail the Annual Progress Report to their DSHS health service region thereby authorizing them to submit the report on their behalf. If the Contractor sends the report to DSHS health service region, the deadline for submission to TB and Refugee Health Services Branch remains unchanged. Contractor shall maintain documentation used to calculate performance measures as required by General Provisions Article VIII "Records Retention" and by Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records.

Contractor shall adhere to reporting requirements documented in the Tuberculosis Work Plan and the CDC Tuberculosis Surveillance Data Training Report of Verified Case of Tuberculosis (RVCT) Instruction Manual available at, <http://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf>.

C. TRAINING:

Contractor shall provide orientation and training to all employees involved in TB activities including physicians, nurses, contact investigators, outreach workers, case registry staff, receptionists, and other support staff.

Within ninety (90) days of employment, all newly hired employees shall complete required TB training specific to their duties and responsibilities. Refer to the Tuberculosis Work Plan for required trainings for newly hired employees. Each year, employees that provide TB services shall receive sixteen (16) hours of continuing education or training relevant to their position. Documentation of all training (including the hours, topics, and dates) shall be retained for each employee who delivers TB services and made available upon request by DSHS Tuberculosis and Refugee Health Services Branch and listed in detail in the Accomplishments section of the Annual Progress Report.

Contractor's case registry staff shall attend annual medical records conference and workshop to obtain the latest records management procedures.

D. COHORT REVIEWS:

Contractor shall conduct cohort reviews as described in the Tuberculosis Work Plan. Contractor shall submit all required documents for cohort reviews as noted in the TB Work Plan including but not limited to the Cohort Summary Report and Cohort Presentation Form using the following Cohort Period and Submission Schedule:

Cohort Period & Submission Schedule

Cohort Period Cases Counted In:	Are reviewed and reported by:
1st quarter (Jan 1 to Mar 31) current year	March 31 of the following year
2nd quarter (Apr 1 to June 30) current year	June 30 of the following year
3rd quarter (July 1 to Sep 30) current year	September 30 of the following year
4th quarter (Oct 1 to Dec 31) current year	December 31 of the following year

SECTION II. FY15 PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the other terms of the contract or any other method of determining compliance:

1. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Direct Observed Therapy (DOT).

For FY15 reporting, data will cover all cases from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 90% is required.

If data indicates a compliance rate percentage for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

2. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less;

*Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.

For FY15 reporting, data will cover all cases from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 86% is required.

If data indicates a compliance percentage for this Performance Measure of less than 86%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

3. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 97.6% is required.

If data indicates a compliance percentage of less than 97.6% for this Performance Measure then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

4. Newly-reported cases of TB with Acid-fast Bacillus (AFB) positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 46% is required.

If data indicates a compliance percentage of less than 46% for this Performance Measure, then DSHS may

(at its sole discretion) require additional measures be taken by contractor to improve the percentage, on a timeline set by DSHS;

5. Newly-reported TB cases shall have an HIV test performed (unless they are known HIV- positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the schedule provided herein.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 82% is required.

If fewer than 82% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

6. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 93.4% is required. If fewer than 93.4% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

7. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 90% is required.

If data indicates a compliance percentage for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

8. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TB infection and disease.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 82% is required.

If data indicates a compliance percentage for this Performance Measure of less than 82%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

9. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with latent TB infection (LTBI) shall be started on timely and appropriate treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 67.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 67.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

10. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with LTBI and that were started on treatment shall complete

treatment for LTBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, and according to the timelines given, therein.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 47.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 47.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

11. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum AFB-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 90.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 90.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

12. Increase the proportion of culture-confirmed TB cases with a genotyping result reported.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 94.2% is required.

If data indicates a compliance percentage for this Performance Measure of less than 94.2%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

13. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate medical evaluation within 90 days of arrival.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 56% is required.

Measure of less than 56%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

14. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US, increase the proportion who start treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 66% is required.

Measure of less than 66%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

15. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US and started on treatment, increase the proportion who complete LTBI treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 67% is required.

Measure of less than 67%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; and

16. All reporting to DSHS shall be completed as described herein under Section I-B above and submitted by the deadlines given.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the narrative report, due February 13, 2015, a written explanation including a plan (with schedule) to meet those measures.

This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

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
PO Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

Contractor is to also send the invoice and supporting documentation as applicable to:
CMUinvoices@dshs.state.tx.us.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00064

FY14 TB/FED

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 12/31/2015

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.116, 93.116, 93.116

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Narrative Report	Annually	January 1, 2014	December 31, 2014	February 13, 2015
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	September 1, 2014	December 31, 2014	February 2, 2015
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	January 1, 2015	February 28, 2015	March 30, 2015
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	March 1, 2015	May 30, 2015	June 30, 2015
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	June 1, 2015	August 31, 2015	September 30, 2015
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Final	September 1, 2015	December 31, 2015	February 15, 2016

Submission Instructions:

Annual Report: Submit program reports to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us.

Financial Status Reports:
 Claims Processing Unit, MC1940
 Department of State Health Services
 1100 West 49th Street
 PO Box 149347
 Austin, TX 78714-9347

The fax number is (512) 776-7442. The email address is invoices@dshs.state.tx.us

16. Special Provisions

General Provisions, ARTICLE II. Compliance and Reporting, Section 2.06, Applicable Laws and Regulations Regarding Funding Sources, is amended by deleting Section 2.06 in its entirety and replacing it with the following:

When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

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 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, Article IV, Funding Section 4.03, Use of Funds, is amended to include the following:
Contractor is allocated \$142,737.33 from September 1, 2014 – December 31, 2014.
Contractor is allocated \$428,211.67 from January 1, 2015 – December 31, 2015.
Expenditures may not exceed the above allocated amounts within the specified timeframes.

General Provisions, Article IV. Funding, Section 4.06, Nonsupplanting, is revised to include the following:

Funding from this Renewal Program Attachment shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Renewal Program Attachment) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' set funding, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Program Attachment.

General Provisions, ARTICLE V, Payment Methods and Restrictions Section 5.02, Billing Submission is amended to include the following:

Contractor must submit requests for reimbursement or payment, or revisions to previous reimbursement

request(s), no later than February 15, 2015 for costs incurred between the service dates of September 1, 2014 and December 31, 2014.

General Provisions, Article V, Payment Methods and Restrictions, Section 5.03, Final Billing Submission, is amended to include the following:

Contractor shall submit final close-out bill or revisions to previous reimbursement request(s), no later than February 15, 2015 for costs incurred between the services dates of September 1, 2014 and December 31, 2014. Expenditures with service dates from September 1, 2014 to December 31, 2014 will not be paid, if submitted after February 15, 2015.

General Provisions, ARTICLE V. PAYMENT METHODS AND RESTRICTIONS, Section 5.05 Financial Status Reports, is amended to include the following:

Contractor shall submit FSRs to Accounts Payable by the last business day of the month following the end of each term reported. The FSR period will be reported as follows: Quarter One shall include September 1, 2014 through December 31, 2014. Quarter two shall include January 1, 2015 through February 28, 2015. Quarter three shall include March 1, 2015 through May 30, 2015. Quarter four shall include June 1, 2015 through December 31, 2015. Contractor shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term

General Provisions Article VIII Confidentiality, Section 8.03, Exchange of client-identifying information, is revised to include the following:

Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf; however, DSHS may require Contractor, or any subcontractor, to timely transfer a client or patient record to DSHS if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient, or is otherwise provided by law.

DSHS shall have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, DSHS shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

General Provisions, Article XV. General Terms, Section 15.15 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (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) 2015-001400-01
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budget
- d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding
Accountability and Transparency Act (FFATA) Certification
- e. 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.

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 78756-4204
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: TB/PC-FED

Contract Number: 2015-001400-01

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$393,879.00	\$82,924.00	\$0.00	\$476,803.00
Fringe Benefits	\$148,335.00	\$31,229.00	\$0.00	\$179,564.00
Travel	\$7,318.00	\$0.00	\$0.00	\$7,318.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$18,607.00	\$37.00	\$0.00	\$18,644.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$2,810.00	\$0.00	\$0.00	\$2,810.00
Total Direct Costs	\$570,949.00	\$114,190.00	\$0.00	\$685,139.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$570,949.00	\$114,190.00	\$0.00	\$685,139.00

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County

Contract Number: 2015-001400-01

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

Applicable

Non- Applicable

Signature of Authorized Individual

Ramon Garcia

Date:

08/26/2014

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	State	Texas
City	Edinburg	Zip Code (9 digit)	78539
Payee Name	Hidalgo County		
Address	Hidalgo County Treasurer 2810 S Business 281	State	TX
City	Edinburg	Zip Code (9 digit)	78539-6243
Vendor Identification No.	17460007176	MailCode	060
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

4. 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 Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.
Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

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 Eufrazio
Email ray.eufrazio@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
Ramon Garcia	08/26/2014