

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT 2016-003832-00**



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 \$131,170.00.

**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 09/01/2015 and ends on 08/31/2017. 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:** As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

**6. Program Name:** IDCU/SUREB Infectious Disease Control Unit/Surveillance and Epidemiology Ebola Activities

## 7. Statement of Work:

Contractor must perform surveillance and epidemiology activities for all notifiable conditions listed in 25 TAC §97.3. Contractor will assign the Epidemiologist funded by this contract to be responsible for all notifiable conditions, or will assign certain conditions for infectious disease preparedness and outbreak response activities and investigations.

Contractor will provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;

Contractor will perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8, "Service Area" of this contract.

Contractor must, as directed by DSHS:

1. Retain an Epidemiologist primarily dedicated to notifiable conditions surveillance and epidemiology activities, including infectious disease preparedness and outbreak response activities and investigations. The Epidemiologist must have qualifications in epidemiology and public health infectious disease surveillance and epidemiology, preferably with a Masters of Public Health (MPH) degree or at least two (2) years working experience as an Epidemiologist to perform and track the following deliverables;
2. Assign this Epidemiologist to attend the annual Epidemiology and Laboratory Capacity Epidemiology Workshop provided by the Emerging and Acute Infectious Disease Branch (EAIDB) or other EAIDB-approved substitute training;
3. Respond to all disease reports from laboratories, health care providers, and other disease reporters such as school nurses and health care facility administrators;
4. Provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;
5. Complete all Surveillance and Case Investigation activities relevant to the disease as outlined in The Emerging and Acute Infectious Disease Guidelines (available at <http://www.dshs.state.tx.us/idcu>);
6. Attempt to administer one-hundred percent (100%) of EAIDB-requested questionnaires for which contact information is complete as soon as possible but no later than two (2) business days after receipt of request to administer questionnaire. Attempts to administer questionnaires related to the outbreaks and notifiable conditions must include at least one (1) attempt to contact case-patients after-hours if unable to contact during normal business hours after three (3) attempts;
7. Complete and submit at least seventy-five percent (75%) of questionnaires related to all pertinent case and outbreak investigations within five (5) business days after initial report and/or assignment by DSHS. Completed questionnaires include those in which the case-patient is contacted but refuses some or the entire questionnaire. Questionnaires for which no contact is made with case-patient do not constitute a completed interview;
8. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;

9. Investigate and document at least ninety percent (90%) of confirmed and probable notifiable conditions and outbreak cases correctly and completely within thirty (30) days of initial report to public health in National Electronic Disease Surveillance System (NEDSS) in accordance with DSHS Emerging and Acute Infectious Disease Investigation Guidelines

[www.dshs.state.tx.us/idcu/health/infection\\_control/Investigation-Guidance](http://www.dshs.state.tx.us/idcu/health/infection_control/Investigation-Guidance);

10. Coordinate with hospitals and clinics within their jurisdiction to have at least ninety percent (90%) of laboratory specimens in 25 TAC §97.3 and/or those related to assigned outbreak investigations sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified contract laboratory for confirmatory and/or molecular testing as designated by DSHS;

11. Enter all pertinent case investigation data correctly and completely in NEDSS within five (5) business days of completion of investigation of each case interview; and

12. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS.

DSHS shall:

1. Host the Epidemiology and Laboratory Capacity Epidemiology Workshop to provide training;
2. Send all such written instructions to Contractor by appropriate means, depending upon whether the information being transferred is confidential or non-confidential; and
3. Schedule conference calls as needed with Contractor to discuss progress toward accomplishing activities requirements of this contract (including the final, approved work plan, which is hereby incorporated by reference into this contract) and to evaluate project operations.

Contractor must comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this Program Attachment; and with any letters or memos with rules, policies or other written instructions provided to Contractor resulting from changes to State requirements applicable to funding sources.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor must inform DSHS, in writing, if it will not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within reasonable period-of-time as determined by DSHS.

Contractor must not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also support activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity. Contractor must make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

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 Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after sixty (60) days may result

in a decrease in funds.

Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract. Link for CFPM manual: <http://www.dshs.state.tx.us/contracts/cfpm.shtm>.

## PERFORMANCE MEASURES

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

Contractor must:

1. Provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;
2. Attend the annual Epidemiology and Laboratory Capacity Epidemiology Workshop provided by EAIDB or other EAIDB-approved substitute training.
3. Participate in monthly conference calls with the EAIDB to provide updates, progress reports, and other necessary communications;
4. Participate in outbreak/cluster-related conference calls and responses relevant to the jurisdiction hosted by the Centers for Disease Control and Prevention (CDC) or DSHS;
5. Assure and monitor that at least ninety percent (90%) of isolates from reported positive cases of conditions listed in 25 TAC §97.3 for which isolates are required from hospitals and clinics within the jurisdiction and/or those related to outbreak investigations are sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified public health laboratory for confirmatory and/or molecular testing as designated by DSHS;
6. Administer and complete questionnaires within five (5) business days with at least seventy-five (75%) percent completion rate. Completed questionnaires include those in which the case-patient is contacted but refuses some or the entire questionnaire. Questionnaires for which no contact is made with case-patient do not constitute a completed questionnaire;
7. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;
8. If not already a certified NEDSS user, submit a signed and dated copy of the NEDSS Confidentiality and Data Use Oath to DSHS for all individuals permitted to access NEDSS data, and attend DSHS training and complete certification within thirty (30) days of hire;
9. Investigate and document at least ninety percent (90%) of confirmed and probable notifiable conditions cases correctly and completely within thirty (30) days of initial report to public health in NEDSS in accordance with DSHS Emerging and Acute Infectious Disease Investigation Guidelines [www.dshs.state.tx.us/idcu/health/infection\\_control/Investigation-Guidance/](http://www.dshs.state.tx.us/idcu/health/infection_control/Investigation-Guidance/)

10. Submit a monthly list of all reported clusters, outbreaks, and information on investigation findings on the tracking sheet provided by DSHS. Reports are due on the 15th calendar day of each month beginning October 15, 2015. Each report must cover activities that occurred during the preceding month. Report due dates that fall on a weekend or holiday will be due the first business day after the 15th of the month. Submit the list via electronic mail to [EAIDBcontracts@dshs.state.tx.us](mailto:EAIDBcontracts@dshs.state.tx.us). All reports should be clearly identified with the Contractor Name, Contract Number, IDCU/SUREB, and the month of the report;

11. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS;

12. Enter all pertinent case investigation data correctly and completely in NEDSS within five (5) business days of completion of investigation of each case interview; and

13. Monitor the foodborne illness or any other surveillance kits to assure that materials have not expired, and transfer kit materials as needed/requested to other jurisdictions to optimize utilization.

#### 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, MC1940  
Texas Department of State Health Services  
1100 West 49th Street  
PO Box 149347  
Austin, TX 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](mailto:invoices@dshs.state.tx.us).

## 8. Service Area

Hidalgo County

**This section intentionally left blank.**

**10. Procurement method:**

Non-Competitive

Interagency/Interlocal

GST-2016-Solicitation-00027

DCPS FY16 IDCU SUREB NEW CONTRACT

**11. Renewals:**

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2017

**12. Payment Method:**

Cost Reimbursement

**13. Source of Funds:**

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>
Progress Report	Monthly	09/01/2015	09/30/2015	10/15/2015
Progress Report	Monthly	10/01/2015	10/31/2015	11/16/2015
Progress Report	Monthly	11/01/2015	11/30/2015	12/15/2015
Progress Report	Monthly	12/01/2015	12/31/2015	01/15/2016
Progress Report	Monthly	01/01/2016	01/31/2016	02/15/2016
Progress Report	Monthly	02/01/2016	02/29/2016	03/15/2016
Progress Report	Monthly	03/01/2016	03/31/2016	04/15/2016
Progress Report	Monthly	04/01/2016	04/30/2016	05/16/2016
Progress Report	Monthly	05/01/2016	05/31/2016	06/15/2016
Progress Report	Monthly	06/01/2016	06/30/2016	07/15/2016
Progress Report	Monthly	07/01/2016	07/31/2016	08/15/2016
Progress Report	Monthly	08/01/2016	08/31/2016	09/15/2016
Financial Status Report	Quarterly	09/01/2015	11/30/2015	12/31/2015
Financial Status Report	Quarterly	12/01/2015	02/29/2016	03/31/2016
Financial Status Report	Quarterly	03/01/2016	05/31/2016	06/30/2016
Financial Status Report	Quarterly	06/01/2016	08/31/2016	09/30/2016
Progress Report	Monthly	09/01/2016	09/30/2016	10/17/2016
Progress Report	Monthly	10/01/2016	10/31/2016	11/15/2016
Progress Report	Monthly	11/01/2016	11/30/2016	12/15/2016
Progress Report	Monthly	12/01/2016	12/31/2016	01/16/2017
Progress Report	Monthly	01/01/2017	01/31/2017	02/15/2017
Progress Report	Monthly	02/01/2017	02/28/2017	03/15/2017
Progress Report	Monthly	03/01/2017	03/31/2017	04/17/2017
Progress Report	Monthly	04/01/2017	04/30/2017	05/15/2017
Progress Report	Monthly	05/01/2017	05/31/2017	06/15/2017
Progress Report	Monthly	06/01/2017	06/30/2017	07/17/2017
Progress Report	Monthly	07/01/2017	07/31/2017	08/15/2017
Progress Report	Monthly	08/01/2017	08/31/2017	09/15/2017
Financial Status Report	Quarterly	09/01/2016	11/30/2016	01/02/2017
Financial Status Report	Quarterly	12/01/2016	02/28/2017	03/31/2017
Financial Status Report	Quarterly	03/01/2017	05/31/2017	06/30/2017
Financial Status Report	Quarterly	06/01/2017	08/31/2017	10/16/2017

**Submission Instructions:**

Performance Measure Reports should be sent by electronic mail to [EAIDB@dshs.state.tx.us](mailto:EAIDB@dshs.state.tx.us).

Financial Status Reports can be faxed to the Claims Processing Unit at (512) 776-7442 or to the email address at [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us).

## **16. Special Provisions**

General Provisions, ARTICLE XIV, GENERAL TERMS, Section 14.12 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)      2016-003832-00
- 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: IDCU/SUREB

Contract Number: 2016-003832-00

#### 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	\$99,855.00	\$0.00	\$0.00	\$99,855.00
Fringe Benefits	\$31,315.00	\$0.00	\$0.00	\$31,315.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$131,170.00	\$0.00	\$0.00	\$131,170.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$131,170.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$131,170.00</b>



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### **CERTIFICATION REGARDING LOBBYING**

Organization Name: Hidalgo County  
Contract Number: 2016-003832-00

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:

#### Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	<a href="#">Certification Regarding Lobbying</a>			
	<a href="#">Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification</a>			
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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	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

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.