

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT 2016-001134-02**



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 \$1,148,332.00.

**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 07/01/2015 and ends on 06/30/2017. 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:** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

**6. Program Name:** CPS/HAZARDS Public Health Emergency Preparedness (PHEP)

## 7. Statement of Work:

A. Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-12010402CONT15 and CDC-RFA-TP12-12010402CONT16) from the Centers for Disease Control and Prevention (CDC). CDC's five-year Public Health Emergency Preparedness (PHEP) – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs and advance public health and healthcare preparedness. Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

The Total amount of this Contract will not exceed \$1,148,332.00

The total allocation amount for FY16 (07/01/2015 through 06/30/2016) is \$574,166.00

The total allocation amount for FY17 (07/01/2016 through 06/30/2017) is \$574,166.00

B. Identify the appropriate jurisdictional partners to address the emergency preparedness, response, and recovery needs of older adults regarding public health, medical and mental health behavioral needs and address processes and accomplishments to meet the needs of older adults.

C. Provide DSHS with situational awareness data generated through interoperable networks of electronic data systems,

D. Contractor shall address public health preparedness capabilities including, but not limited to the contractor's work plan, updated for each fiscal year, submitted to DSHS as provided for in Section 7. "Statement of Work" (O) of this contract.

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 the 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 to 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 Materiel Management and Distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, 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 are 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.

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. Contractor will comply with all applicable regulations, standards and guidelines in effect on the beginning date of the Term of this Contract.

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

## Cooperation Contract.

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 each fiscal year of this Contract in the amount of at least ten-percent of the allocation amount for the applicable fiscal year (. Cash match is defined as an expenditure of cash by the contractor on allowable costs of this Contract that are borne by the contractor. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the contractor. The criteria for match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the contractor's (or subcontractor's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement Contracts);
5. Not be included as contributions toward any other federally-assisted project or program (match can count only once);
6. Not be paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
8. Be adequately documented;
9. Must follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and must be supported by documentation reflecting the use of goods and/or services during the Contract term.

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 previous PHEP cooperative agreements and not performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from DSHS.

L. Contractor will inform DSHS in writing if Contractor will not continue performance under this Contract within 30 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. 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. Vacant positions existing after ninety days may result in a decrease in funds.

O. The Contractor will:

1. Submit 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. Submit Performance Measures to DSHS within an established timeframe designated by DSHS as required by the CDC.
3. Submit the Capabilities Planning Guide assessment that encompasses the contract term, due to DSHS within an established timeframe designated by DSHS;
4. Update the Texas Public Health Risk Assessment Tool that encompasses the contract term, within an established timeframe designated by DSHS;
5. Submit the Strategic Map that encompasses the contract term, due to DSHS within an established timeline designated by DSHS;
6. Continue to improve the SNS Program by focusing efforts on the recommendations provided by DSHS in the BP4-FY16 Operational Readiness Review (ORR) Tool and participate in a technical assistance meeting determined by DSHS;
7. Submit the Mitigation Plan due to DSHS within an established timeframe designated by DSHS;
8. Submit the Emergency Support Function 8 plans developed in accordance with the Texas Department of Emergency Management (TDEM) and DSHS Planning Standards within 30 days of request from DSHS.
9. Submit a current Multi-Year Training & Exercise Plan that covers FY16 through FY21 to DSHS by July 6, 2015, using the template provided by DSHS. Submit a current Multi-Year Training & Exercise Plan that covers FY17 through FY22 to DSHS by January 13, 2017, using the template provided by DSHS. In accordance with HSEEP guidelines, contractors must conduct or participate in a Multi-year Training and Exercise Workshop with all applicable agencies and submit an agenda and a participant roster as documentation of attendance.
10. For FY16 only, complete and submit the Operational Readiness Review (ORR) provided by DSHS to DSHS SNS SharePoint 20 business days prior to review;
  - a. Provide updated Point of Dispensing (POD) standards data for submission to DSHS SNS SharePoint by April 1, 2016;
  - b. Perform and submit metrics on three different SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Reviews/Improvements sixty days after completion of the drill or by April 1, 2016 for FY16 and by April 1, 2017 for FY17 to the [preparednessexercise.dshs.state.tx.us](mailto:preparednessexercise.dshs.state.tx.us) inbox. Acceptable drills include:
    - i. Staff Call Down;
    - ii. Facility Set-up;
    - iii. POD Activation;
    - iv. Dispensing Throughput; and

v. RealOpt usage;

c. For FY16 only, submit above items listed in Section O. 6. b. to the DSHS SNS SharePoint Site sixty (60) days after completion of the drill or by April 1, 2016, whichever is earliest.

11. Submit the Mid-Year Report due to DSHS within an established timeframe designated by DSHS.

12. Complete an End-Of-Year performance report in a format specified by DSHS no later than August 15, 2016 for FY16 (07/01/2015 – 06/30/2016); and, no later than August 15, 2017 for FY17 (07/01/2016 – 06/30/2017).

13. Conduct, or participate in, at least one Preparedness Exercise in accordance to the Contractor's exercise plan, and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting in accordance with the timeframes established in the DSHS Exercise Guidance. A joint after action report/improvement plan must be submitted within sixty (60) days of the exercise to DSHS. The After Action Report must also include a Corrective Action Plan and an Improvement Plan. Exercises may include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. If the exercise is conducted as an SNS exercise (testing capabilities 8 & 9), in order for an exercise to meet the requirements of the HAZARD contract, the exercise must also test at least two additional capabilities. All capabilities tested should have objectives, observations, analysis, corrective actions and improvement plans that are directly related to each capability. The AAR/IP will be submitted to the Preparedness Exercise inbox ([preparednessexercise@dshs.state.tx.us](mailto:preparednessexercise@dshs.state.tx.us)).

14. Designate a member of the PHEP program to attend, in person, all four quarterly meetings, per fiscal year, of the contract term. If the designee is unable to attend any of the meetings in person, the Contractor must notify DSHS in writing as to the reason for non-compliance.

15. Complete all additional reporting requirements. Due dates will be listed in the most current DSHS reporting schedule, to be released within thirty (30) days of the contract start date.

16. Designate member of the PHEP program to attend, in person, two regional healthcare coalition meetings during the term of the contract from July 1, 2016 to June 30, 2017. Submit sign-in sheets from meetings as evidence of attendance.

17. If Contractor is legally prohibited from providing any report under this Contract, Contractor will immediately notify DSHS in writing.

18. Use the Texas Disaster Volunteer Registry (TDVR), which is Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool, if utilizing Medical Reserve Corps or other volunteer groups.

19. For each fiscal year during this Contract in which the Contractor uses volunteers as provided in the Subsection, the Contractor must either:

a. Contractor must request access to the TDVR from the State ESAR-VHP System Administrator; and enter all volunteer data into the system using the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or

b. Contractor must petition DSHS in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP compliant, web-based volunteer management system.

c. If petitioning DSHS to use a fully operational ESAR-VHP compliant, web-based volunteer management

system, then the substitute system must meet the following federal requirements but are not limited to:

1. Must offer Internet-based registration;
2. Volunteer information is collected and maintained in a manner consistent with all Federal, State and Local laws governing security and confidentiality;
3. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority
4. Must be able to verify the credentials of the 20 mandated professions;
5. Must be able to assign to one of four emergency credential levels;
6. Must be able to identify volunteers willing to participate in a federally coordinated emergency response;
7. Must be able to re-verify professional credentials every 6 months
8. Must have the ability to include the differing scope of work information for each of the 20 mandated professions;
9. Must be able to record All volunteer health professional affiliations; and
10. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE).
11. Additionally, the fully operational ESAR-VHP compliant, web-based volunteer management system must be able to register, collect, and verify the credentials and qualifications of the health professionals entered into the system.

P. In the event of another local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to five percent of this Program Attachments 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 research, clinical care, fund-raising activities or lobbying, construction or major renovations, for reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible.

R. Ensure Contractor and subrecipient costs associated with this Contract are allowable and that subcontractor expenditures are approved and in compliance.

S. Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under this Program Attachment with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the contractor's sub-state region, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

T. Contractor shall coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on the DSHS website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

#### PERFORMANCE MEASURES:

A. DSHS will monitor the Contractor's compliance with the requirements in Section 7 and this Contract and failure to meet these requirements may result in withholding a portion of the current PHEP base awards.

B. The initial reporting requirement schedule for the requirements are subject to change as DSHS and CDC may modify requirements and due dates. DSHS will send a requirements schedule within thirty (30) days of the contract start date.

**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). Vouchers, supporting documentation and Financial Status Report should be mailed or emailed to the addresses below.

Claims Processing Unit, MC1940  
Texas Department of State Health Services 1100 West 49th Street

PO Box 149347  
Austin, TX 78714-9347

B-13: [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us) [Php.vouchersupport@dshs.state.tx.us](mailto:Php.vouchersupport@dshs.state.tx.us)

Support Document: [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us) [Php.vouchersupport@dshs.state.tx.us](mailto:Php.vouchersupport@dshs.state.tx.us)

B-13A: [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us) [Php.vouchersupport@dshs.state.tx.us](mailto:Php.vouchersupport@dshs.state.tx.us)

FSR: [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us) [Php.vouchersupport@dshs.state.tx.us](mailto:Php.vouchersupport@dshs.state.tx.us) [FSRGrants@dshs.state.tx.us](mailto:FSRGrants@dshs.state.tx.us)

## 8. Service Area

Hidalgo County

**This section intentionally left blank.**

**10. Procurement method:**

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00043

RLHS GOLIVE HAZARDS PROPOSAL

**11. Renewals:**

Number of Renewals Remaining: 0 Date Renewals Expire: 06/30/2017

**12. Payment Method:**

Cost Reimbursement

**13. Source of Funds:**

93.069, 93.069, 93.069, 93.069

**14. DUNS Number:**

103110834

**This section intentionally left blank.**

## 16. Special Provisions

A. General Provisions, Compliance and Reporting Article II, Applicable Laws and Regulations Regarding Funding Sources, Section 2.06, 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.

B. 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.

C. General Provisions, Article V, Payment Method and Restrictions, Section 5.03, Final Billing Submission, is modified to add the following:

Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016 for costs incurred between the services dates of July 1, 2015 to June 30, 2016. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2017 for costs incurred between the services dates of July 1, 2016 to June 30, 2017.

D. General Provisions, Compliance and Reporting, Article II, Section 2.08(a) is modified by deleting it in its entirety and replacing it with the following language.

a. The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:

b. Hold Harmless and Indemnification, Section 14.17;

c. Independent Contractor, Section 13.05 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);

d. Insurance, Section 14.22;

e. Liability Coverage, Section 25.03;

- f. Fidelity Bond, Section 25.02;
- g. Historically Underutilized Businesses, Section 13.02 (Contractor, however, will comply with HUB requirements of other statutes and rules specifically applicable to that entity);
- h. Debt to State and Corporate Status, Section 4.01;
- i. Application of Payment Due, Section 4.02; and
- j. Article XVI Claims against the Department (This Article is inapplicable to interagency contracts only).

E. General Provisions, Payment Methods and Restrictions, Article V, Section 5.01 is revised to include the following:

Contractor may request a one-time working capital advance not to exceed 12% of the total amount of the Contract funded by DSHS. All advances must be expended by the end of the contract term. Advances not expended by the end of the contract term must be refunded to DSHS.

Contractors will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the contractor must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, DSHS will reduce the reimbursement request by one-third of the remaining balance of the advance.

F. General Provisions, Access and Inspection Article X, Section 10.01 is revised to include the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Contract, upon request by the DSHS Program staff.

G. General Provisions, General Terms Article XIV, Amendment Section 14.12, is amended to include the following:

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.

H. General Provisions, General Business Operations of Contractor, Article XIV, Section 14.20, Equipment, is revised to add the following:

Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016 for FY16 and no later than June 30, 2017 for FY17, as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016 for FY16 and on or before June 30, 2017 for FY17. In addition, all equipment and supplies must be received no later than 45 calendar days following the end of the Contract term.

I. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.01.

Enterprise Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The Enterprise Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the Enterprise Agency has paid

funds to Grantee for unallowable or ineligible costs, the Enterprise Agency will notify Grantee in writing, and Grantee shall return the funds to the Enterprise Agency within thirty (30) calendar days of the date of this written notice. The Enterprise Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the Enterprise Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The Enterprise Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity Applicable Cost Principles Audit Requirements Administrative Requirements  
State, Local and Tribal Governments

2 CFR, Part 225 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS Educational Institutions 2 CFR, Part 220

2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS

Non Profit Organizations 2 CFR, Part 230 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS

For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular. 48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS

2

A chart of applicable Federal awarding agency common rules is located through a web link on the Enterprise Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>.

OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

J. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.05:

If Grantee, within Grantee's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the Enterprise Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the Enterprise Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

K. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.06

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services  
Contract Oversight and Support, Mail Code 1326  
P.O. Box 149347  
Austin, Texas 78714-9347

Health and Human Services Commission Office of Inspector General Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200

Electronic submission to the Enterprise Agency should be addressed as follows:  
COSContractAdministration@dshs.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the Enterprise Agency sanctions and remedies for non-compliance with this Contract.

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

- a. Contract (this document)      2016-001134-02
- 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: CPS/HAZARDS

Contract Number: 2016-001134-02

#### 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	\$801,024.00	\$85,101.00	\$0.00	\$886,125.00
Fringe Benefits	\$276,926.00	\$29,421.00	\$0.00	\$306,347.00
Travel	\$21,264.00	\$0.00	\$0.00	\$21,264.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$2,975.00	\$312.00	\$0.00	\$3,287.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$46,143.00	\$0.00	\$0.00	\$46,143.00
Total Direct Costs	\$1,148,332.00	\$114,834.00	\$0.00	\$1,263,166.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$1,148,332.00</b>	<b>\$114,834.00</b>	<b>\$0.00</b>	<b>\$1,263,166.00</b>

## CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County

Contract Number: 2016-001134-02

### 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

Ramon Garcia

Date:

06/25/2015

## 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 CPA  
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	06/25/2015