

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

January 07, 2022

The Honorable Richard F. Cortez, Hidalgo County Judge
The Honorable David Fuentes, Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2
The Honorable Everado "Ever" Villarreal, Commissioner, Precinct No. 3
The Honorable Ellie Torres, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT
\$437,771.00

PURPOSE
Award No. HHS001096400020
TB/PC-Fed Tuberculosis Prevention and Control-Federal

CERTIFIED BY:



Maria Arcilia Duran, CPA
Hidalgo County Auditor

01/07/2022

Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY
JUDGE, 92ND D.C.

FERNANDO MANCIAS
JUDGE, 93RD D.C.

J. R. "BOBBY" FLORES
JUDGE, 139TH D.C.

ROSE GUERRA REYNA
JUDGE, 206TH D.C.

MARLA CUELLAR
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

NOE GONZALEZ
JUDGE, 376TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C.

L. KENO VASQUEZ
JUDGE, 398TH D.C.

ISRAEL RAMON, JR.
JUDGE, 430TH D.C.

RENEE R. BETANCOURT
JUDGE, 449TH D.C.

JOSE "JOE" RAMIREZ
JUDGE, 464TH D.C.

AI-84027

Health & Human Services Dept. 10. D.
Other

CC REGULAR AGENDA SPECIAL MTG

Meeting Date: 01/11/2022

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

CAPTION

Requesting approval of the Certification of Revenue in the amount of \$437,771.00 as approved by County Auditor for the Tuberculosis Prevention and Control Federal FY 22 grant program and appropriation of the same and appropriation of the local match in the amount of \$87,554.00.

BACKGROUND

10/19/21 - AI-82964 - TB Federal FY 22 grant contract was accepted on 10/19/21. Appropriation needed in 2022. TB Federal grant contract number HHS001096400020.

Fiscal Impact

CALENDAR YEAR: 2022

ACCT. #: 2-1293-441-00-340-011-2-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

Requires local match funds in the amount of \$87,554.00.

Local match funds were requested during the 2022 budget process.

Attachments

Budget Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2021 09:00 AM
Final Approval		
Form Started By: Mike Escaname		Started On: 12/30/2021 08:08 AM

DATE: January 11, 2022

DEPARTMENT HEAD: Eduardo Olivarez

2022 Appropriation AI-84027



DEPARTMENT NAME: Health and Human Services Department

ACCOUNT NUMBER: 2-1293-441-00-340-011-2-XXX

Contact Person: Mike Escaname Ph#: ext. 7210

SUBJECT: Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Table with 3 columns: INCREASE ACCOUNT NUMBER(S), ACCOUNT (OBJECT) NAME, and AMOUNT. Rows include Personnel, Fringes, Travel, Supplies, Other, and various revenue and transfer items, ending with a total budget increase of 525,325.00.

REASON: To appropriate the budget for the TB/PC Federal grant program to run from 01/01/2022 to 12/31/2022. Budgeted amounts include grant and local match amounts.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK



Lillian Hernandez <lillian.hernandez@auditor.co.hidalgo.tx.us>

Request for Certification of Revenue - \$437,771.00

1 message

Miguel Escaname <miguel.escaname@hchd.org>

Fri, Jan 7, 2022 at 2:42 PM

To: Lillian Hernandez <lillian.hernandez@auditor.co.hidalgo.tx.us>

Cc: Minerva Diaz <minerva.diaz@auditor.co.hidalgo.tx.us>, Stephanie Palacios <stephanie.palacios1@auditor.co.hidalgo.tx.us>

Lillian,

AI-84027 has been prepared and will be presented to CC next week. We'd appreciate it if you can arrange to have a certification of revenue approved in the amount of \$437,771.00. see attached

Let me know if you have any questions.

Thank you.

--

Mike Escaname

Division Manager, Financial Accounting

Hidalgo County Health & Human Services Department

1304 S. 25th Ave

Edinburg, TX 78542-7205

Main Line (956) 383-6221

Direct Line (956) 292-7000 ext. 7210

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2 attachments **HHS001096400020 TB FED 2022.pdf**
230K **TB Fed FY 22 BA 011122.xlsx**
126K



TEXAS
Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

The Honorable Richard F. Cortez, County Judge
Hidalgo County
1304 S. 25th Avenue
Edinburg, Texas 78539

Subject: Tuberculosis Prevention and Control Contract
Contract Number: HHS001096400020
Contract Amount: \$525,325.00

Dear Judge Cortez:

Enclosed is the Tuberculosis (TB) Prevention and Control contract between the Department of State Health Services and Hidalgo County.

The purpose of this contract is to use federal funds, along with the Grantee's match funds, to support TB prevention and control services in the Grantee's jurisdiction.

With all renewals exercised, the total amount of this contract is projected to be \$2,626,626.00.

Please let me know if you have any questions or need additional information.

Sincerely,
Lacy Alexander, CTCM
Contract Manager
(512) 776-2152
Lacy.Alexander@dshs.texas.gov

INTERLOCAL COOPERATION CONTRACT
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001096400020
TUBERCULOSIS PREVENTION AND CONTROL – FEDERAL (TB/PC-FEDERAL)
GRANT PROGRAM

THE DEPARTMENT OF STATE HEALTH SERVICES (“System Agency” or “DSHS”) and HIDALGO COUNTY (“Local Government” or “Grantee”), each a “Party” and collectively the “Parties,” enter into the following contract to provide federal funding for Tuberculosis Prevention and Control (the “Contract”) pursuant to the provisions of the “Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code.

I. PARTIES

System Agency

Department of State Health Services
Attention: Lacy Alexander
1100 W. 49th Street, MC 1990
Austin, Texas 78756
lacy.alexander@dshs.texas.gov

Local Government

Hidalgo County
Attention: Eduardo Olivarez
1304 S. 25th Avenue
Edinburg, Texas 78539
eduardo.olivarez@hchd.org

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in Attachment A – Statement of Work.

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on January 1, 2022 or the signature date of the latter of the Parties to sign this Contract, and terminates on December 31, 2022, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract.

The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties. The Contract may be renewed for up to four (4) additional one-year periods, with renewal initiated at the sole discretion of System Agency. Continued funding of the Contract in future years is contingent upon the availability of funds and the satisfactory performance of the Local Government during the prior Contract period. Funding may vary and is subject to change each renewal period. Reimbursement will only be made for those allowable expenses that occur within the term of the Contract.

IV. AMENDMENT

The Parties to this Contract may modify this Contract only through the execution of a written amendment signed by both Parties.

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract will not exceed **\$525,325.00**. This includes System Agency's share of \$437,771.00 and Grantee's required match amount of \$87,554.00.

All expenditures under this Contract will be in accordance with **Attachment B, Budget**.

Indirect Cost Rate: The Grantee's acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B, BUDGET** and either the ICR Acknowledgement Letter, ICR Acknowledgement Letter – Ten Percent De Minimis, or the ICR Agreement Letter is attached to this Contract and incorporated as **ATTACHMENT H, INDIRECT COST RATE LETTER**.

If an Indirect Cost Rate Letter is required but it is not issued at the time of Contract execution, the Parties agree to amend the Contract to include the Indirect Cost Rate Letter as **ATTACHMENT H** and revise **ATTACHMENT B** when the Indirect Cost Rate Letter is issued.

If the System Agency, at its sole discretion, approves or acknowledges an updated indirect cost rate, the new rate, together with the revised ICR Acknowledgement Letter, ICR Acknowledgement Letter – Ten Percent De Minimis, or the ICR Agreement Letter, will be included in the revised **ATTACHMENT H** and amended **ATTACHMENT B**.

VI. ADDITIONAL GRANT INFORMATION

In accordance with 2 CFR 200.332(A), any of the following information that is not available at time of Contract execution will be provided via email once available.

Federal Award Identification Number (FAIN): To be determined

Federal Award Date: To be determined

Name of Federal Awarding Agency: Centers for Disease Control and Prevention

CFDA Name and Number: 93.116 – Tuberculosis Elimination and Laboratory Cooperative Agreement – Prevention & Control

Awarding Official Contact Information: To be determined

DUNS: 081078891

VII. LEGAL NOTICES

Legal Notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Department of State Health Services
1100 W. 49th Street, MC 1919, M526
Austin, Texas 78756
Attention: General Counsel

Local Government

Hidalgo County
1304 S. 25th Avenue

Edinburg, Texas 78539
Attention: Judge Richard F. Cortez

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

VIII. CERTIFICATIONS

The undersigned contracting Parties certify that:

- (1) The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- (2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract;
- (3) The proposed arrangements serve the interest of efficient and economical administration of state government; and
- (4) The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

The System Agency further certifies that it has statutory authority to contract for the services described in this Contract under Texas Health and Safety Code Chapter 12 or 1001.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR
SYSTEM AGENCY CONTRACT NO. HHS001096400020**

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS001096400020 ARE HEREBY INCORPORATED BY REFERENCE:

- ATTACHMENT A – STATEMENT OF WORK**
- ATTACHMENT B – BUDGET**
- ATTACHMENT C – UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT D – CONTRACT AFFIRMATIONS**
- ATTACHMENT E – DATA USE AGREEMENT**
- ATTACHMENT F – FEDERAL ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT G – FFATA CERTIFICATION**

ATTACHMENTS FOLLOW

ATTACHMENT A STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Comply with the most current version of the Tuberculosis (TB) Work Plan located at: <http://www.dshs.texas.gov/idcu/disease/tb/policies/>.
- B. Use federal funds under this Contract to support any of the following core TB control front-line activities:
 - 1. Directly observed therapy (DOT);
 - 2. Outpatient services (tuberculin skin testing, chest radiography, medical evaluation, treatment);
 - 3. Class B immigrant evaluation and treatment;
 - 4. Contact Investigation, evaluation and treatment;
 - 5. Cohort Review;
 - 6. Surveillance;
 - 7. Reporting;
 - 8. Data analyses;
 - 9. Cluster investigations; and
 - 10. Provider education and training.
- C. Provide a match of no less than 20% of the total budget as reflected in the Contract.
- D. Provide match at the required percentage or System Agency may withhold payments, use administrative offsets, or request a refund from Grantee until such time as the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.
- E. Ensure no System Agency funds or matching funds are used for:
 - 1. Medication purchases;
 - 2. Inpatient clinical care (hospitalization services);
 - 3. Entertainment;
 - 4. Furniture;
 - 5. Equipment; or
 - 6. Sectarian worship, instruction, or proselytization.

However, food and incentives are allowed using System Agency funds, but are not allowed using matching funds.

- F. Not lapse more than 1% of the total funded amount of the Contract.
- G. Maintain and adjust spending plan throughout the Contract term to avoid lapsing funds.

During the term of this Contract, System Agency reserves the right to decrease funding amounts as a result of the Grantee's budgetary shortfalls and/or due to the Grantee lapsing more than 1% of total funds.

- H. Maintain staffing levels to meet required activities of the Contract and to ensure all funds in personnel category are expended.
- I. Use System Agency-designated data systems available for local entry. All collected TB information shall be entered into designated state TB information system according to documented timelines and specifications in the Tuberculosis Work Plan. Data entered into System Agency data systems will be considered submitted to System Agency.
- J. Comply with all applicable federal and state statutes and regulations, policies and guidelines as revised.

II. PERFORMANCE MEASURES

System Agency will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

If Grantee fails to meet any of the performance measures, Grantee will respond to any findings in a written narrative explaining the barriers and include a plan to address those barriers. This requirement does not excuse any violation of this Contract, nor does it limit System Agency as to any options available under the Contract regarding breach.

III. INVOICE AND PAYMENT

Grantee will request payment by preparing an invoice and submitting acceptable supporting documentation for reimbursement of the required services/deliverables. Invoices and supporting documentation provided shall be submitted to System Agency no later than thirty (30) days after the last day of each month.

- A. Grantee will submit the State of Texas Purchase Voucher (Form B-13) and any supporting documentation to: invoices@dshs.texas.gov & CMSinvoices@dshs.texas.gov or fax to: (512) 458-7442.

The form is located at <http://www.dshs.state.tx.us/grants/forms/b13form.doc>.

- B. Grantee will email the Financial Status Report (FSR-269A) and the Match Certification Form (B-13A) to the following: FSRgrant@dshs.texas.gov and TBCContractReporting@dshs.texas.gov.

Grantee must submit final FSR, Match Certification Form (B-13A), and a reimbursement or final payment request no later than forty-five (45) calendar days following the end of the Contract term.

- C. Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B of this Contract.

IV. REPORTING REQUIREMENTS

Report Name	Frequency	Period Begin	Period End	Due Date
Annual Progress Report	Annually	January 1, 2022	December 31, 2022	April 1, 2023
Financial Status Report (FSR)	Quarterly	January 1, 2022	March 31, 2022	April 30, 2022
Financial Status Report (FSR)	Quarterly	April 1, 2022	June 30, 2022	July 31, 2022
Financial Status Report (FSR)	Quarterly	July 1, 2022	September 30, 2022	October 31, 2022
Financial Status Report (FSR)	Quarterly	October 1, 2022	December 31, 2022	February 15, 2023
Match Reimbursement/ Certification Form (B-13A)- Final Quarter	Annually	October 1, 2022	December 31, 2022	February 15, 2023

Cohort Review Periods and Submission Schedule	
Cohort period cases counted in:	Are reviewed and reported by:
First quarter (Jan. 1 – Mar. 31) current year	March 31 of the following year
Second quarter (Apr. 1 – June 30) current year	June 30 of the following year
Third quarter (July 1 – Sept. 30) current year	September 30 of the following year
Fourth quarter (Oct. 1 – Dec. 31) current year	December 31 of the following year

Annual Report Submission Instructions:

Submit program report to the TB Reporting Mailbox at TBContractReporting@dshs.texas.gov. System Agency TB Program will provide the form and format for the Annual Report. The Annual Report will be a separate report for the Grantee and must not be included with reports for the region.

**ATTACHMENT B
BUDGET**

Budget Category	DSHS Funds	Cash Match	Category Total
Personnel	\$278,860.00	\$61,107.00	\$339,967.00
Fringe Benefits	\$119,073.00	\$26,093.00	\$145,166.00
Travel	\$11,315.00	\$0.00	\$11,315.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$12,238.00	\$354.00	\$12,592.00
Contractual	\$0.00	\$0.00	\$0.00
Other	\$16,285.00	\$0.00	\$16,285.00
Total Direct Costs	\$437,771.00	\$87,554.00	\$525,325.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals:	\$437,771.00	\$87,554.00	\$525,325.00

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