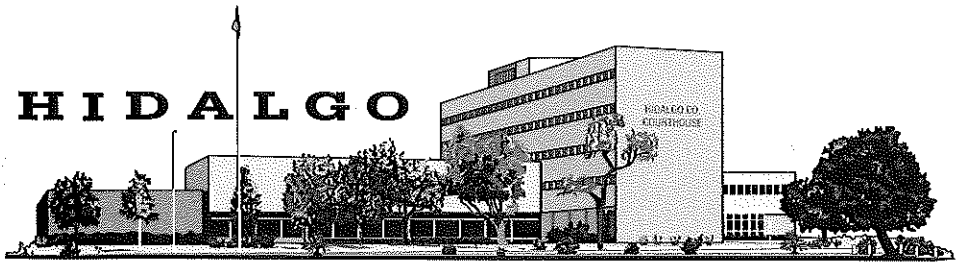


COUNTY *of* HIDALGO



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

December 9, 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:

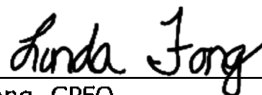
Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

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, Linda Fong, Interim 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.

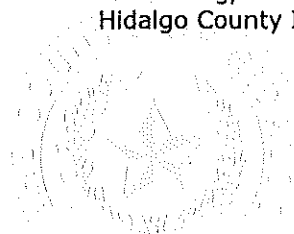
AMOUNT	PURPOSE
\$427,128.00	Award No. HHS001096400020, Amendment No.1 TB/PC-Fed Tuberculosis Prevention and Control-Federal

CERTIFIED BY:



Linda Fong, CPFO
Hidalgo County Interim County Auditor

12/12/2022
Date



HIDALGO COUNTY DISTRICT JUDGES

LUIS H. SINGLETERRY JUDGE, 9TH D.C. FERNANDO MANCIAS JUDGE, 9TH D.C. J. R. "BOBBY" FLORES JUDGE, 19TH D.C. ROSE GUERRA REYNA JUDGE, 26TH D.C. MARIA CUELLAR JUDGE, 27TH D.C. MARIO E. RAMIREZ, JR. JUDGE, 32TH D.C. NOE GONZALEZ JUDGE, 37TH D.C. LETICIA LOPEZ JUDGE, 38TH D.C. L. XEHO VASQUEZ JUDGE, 39TH D.C. ISRAEL RAMON, JR. JUDGE, 43TH D.C. REHEE R. BETANCOURT JUDGE, 44TH D.C. JOSE "JOE" RAMIREZ JUDGE, 45TH D.C. OVERSEER

AI-88677

Health & Human Services Dept. 26.0.

CC REGULAR AGENDA SPECIAL MTG

Other

Meeting Date: 12/13/2022

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

Submitted By: Bryon Vela, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

CAPTION

Requesting approval of the Certification of Revenue in the amount of \$427,128.00 as approved by County Auditor for the Tuberculosis Prevention and Control Federal FY 23 grant program and appropriation of the same and appropriation of the local match in the amount of \$85,426.00.

BACKGROUND

09/20/2022 - AI-87371 - TB Federal FY 23 grant contract was accepted on 09/20/2022. Appropriation needed in 2023. TB Federal grant contract number HHS001096400020, Amendment No.1.

Fiscal Impact

CALENDAR YEAR: 2023

ACCT. #: 3-1293-441-00-340-011-3-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

Requires local match funds in the amount of \$85,426.00.

Local match funds were requested during the 2023 budget process.

Attachments

Budget Appropriation

Form Review

Inbox

Reviewed By

Date

Budget & Management

Final Approval

Form Started By: Bryon Vela

Started On: 12/05/2022 03:48 PM

DATE: December 13, 2022

DEPARTMENT HEAD: Eduardo Olivarez

2023
Appropriation
AI-88677



DEPARTMENT NAME: Health and Human Services Department

ACCOUNT NUMBER: 3-1293-441-00-340-011-3-XXX

Contact Person: Bryon Vela Ph#: ext. 7241

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 TRANSFERS IN/OUT.

REASON: To appropriate the budget for the TB/PC Federal grant program to run from 01/01/2023 to 12/31/2023. Budgeted amounts include grant and local match amounts.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK



Brianda Gomez <brianda.gomez@auditor.co.hidalgo.tx.us>

Certification of Revenue - \$427,128.00 TB Federal FY 23

1 message

Bryon Vela <bryon.vela@hchd.org>

Mon, Dec 5, 2022 at 4:50 PM

To: Brianda Gomez <brianda.gomez@auditor.co.hidalgo.tx.us>

Cc: Luis Barreto <luis.barreto@auditor.co.hidalgo.tx.us>, Minerva Diaz <minerva.diaz@auditor.co.hidalgo.tx.us>, Miguel Escaname <miguel.escaname@hchd.org>, Guillermo Palacios <guillermo.palacios@hchd.org>, Dairen Sarmiento <dairen.sarmiento@hchd.org>

Good Afternoon Brianda,

When you have the chance, I'd appreciate it if you could arrange a certification of revenue approved in the amount of \$427,128.00. This is in relation to AI-88677, scheduled for 12/13/2022, in which we are requesting the court to accept the appropriation of the TB Federal FY 23 grant funds. Attached are the related documents for AI-88677.

Please let me know if you have any questions or concerns.

Sincerely,

--

Bryon Vela

Accountant III, 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. 7241

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3 attachments **TB Fed FY 23 BA.pdf**
305K **AI-88677.pdf**
78K **agMemo_87371.pdf**
79K

AI-87371

Health & Human Services Dept. 16. E.

CC REGULAR AGENDA SPECIAL MTG

Other

Meeting Date: 09/20/2022

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

Submitted By: Bryon Vela, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

CAPTION

Requesting approval to accept the TB/PC Federal grant contract #HHS001096400020, Amendment No. 1 in the amount of \$427,128.00 in grant funds and \$85,426.00 in local match funds for the period of 01/01/2023 to 12/31/2023 and for County Judge to e-sign the grant contract and related documents.

BACKGROUND

07/26/2022 - AI-86573 - Approval to submit grant renewal application to DSHS.

Fiscal Impact

CALENDAR YEAR: 2023

ACCT. #: 3-1293-441-00-340-011-3-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

Requires local match in the amount of \$85,426.00. Local Match funds were requested during the 2023 budget process.

Budget Appropriation will be submitted at a later time (during month of December 2022 as this grant has effective date of 01/01/2023).

Certification of Revenue will also be requested during the time the budget appropriation is processed.

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/07/2022 04:55 PM
Final Approval	Monica Salinas	09/16/2022 05:44 PM
Form Started By: Bryon Vela		Started On: 09/07/2022 10:40 AM
Final Approval Date: 09/16/2022		



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, Amendment No. 1
Contract Amount: \$1,037,879.00
Contract Term: January 1, 2022 – December 31, 2023

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.

This amendment increases the contract amount by \$512,554.00 for Calendar Year (CY) 2023 (January 1, 2023-December 31, 2023) and extends the contract term through December 31, 2023.

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

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001096400020
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (System Agency or DSHS) and **HIDALGO COUNTY** (Local Government or Grantee), Parties to that certain Tuberculosis Prevention and Control Grant Contract, effective January 1, 2022, and denominated as DSHS Contract No. HHS001096400020 (the "Contract") now want to amend the Contract.

WHEREAS, DSHS wants to exercise its option to renew the Contract for an additional year and make additional funds available in support of the services provided during the renewal term;

WHEREAS, the Parties want to update **ARTICLE VI, ADDITIONAL GRANT INFORMATION**;

WHEREAS, the Parties want to revise the Statement of Work; and

WHEREAS, the Parties want to revise Attachments to the existing Contract.

NOW, THEREFORE, the Parties agree as follows:

1. The Contract is renewed for the period beginning January 1, 2023 through December 31, 2023 (the "First Renewal Option" or "CY2023"), unless terminated sooner.
2. **ARTICLE V, CONTRACT AMOUNT AND PAYMENT FOR SERVICES**, of the Contract is amended to add **\$512,554.00** to pay for Grantee's services during CY2023. This includes DSHS share of **\$427,128.00** and Grantee's required match amount of **\$85,426.00**. The total not-to-exceed amount of this Contract is increased to **\$1,037,879.00**.

All expenditures for the First Renewal Option shall be in accordance with **ATTACHMENT B-1, CY2023 BUDGET**.

3. **ATTACHMENT B, BUDGET**, of the Contract, is supplemented with the addition of **ATTACHMENT B-1, CY2023 BUDGET** which is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
4. **ARTICLE VI, ADDITIONAL GRANT INFORMATION**, of the Contract Signature Document, is amended as follows:

Federal Award Identification Number (FAIN): NU52PS910188

Federal Award Date: 12/16/2021

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

CFDA Name and Number: 93.116 – Project Grants and Cooperative Agreements for Tuberculosis Control Programs

Awarding Official Contact Information: Shanica Railey, (404) 718-3149

DUNS: 081078891

5. **ATTACHMENT A, STATEMENT OF WORK**, is deleted in its entirety and replaced with **ATTACHMENT A-1, CY2023 STATEMENT OF WORK** which is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
6. **ATTACHMENT C, HHS UNIFORM TERMS AND CONDITIONS-GRANT VERSION 3.0 (AUGUST 2021)**, of the Contract, is deleted in its entirety and replaced with **ATTACHMENT C, HHS UNIFORM TERMS AND CONDITIONS-GRANT, VERSION 3.2 (JULY 2022)** which is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
7. **ATTACHMENT D, CONTRACT AFFIRMATIONS VERSION 2.0 (AUGUST 2021)**, of the Contract, is deleted in its entirety and replaced with **ATTACHMENT D, CONTRACT AFFIRMATIONS, VERSION 2.2 (MAY 2022)** which is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
8. **ATTACHMENT G, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM** is attached to this Amendment and incorporated into this Contract as if fully set forth therein. Grantee is required to complete the Certification to meet the Federal requirement.
9. **ATTACHMENT I, HHS ADDITIONAL PROVISIONS-GRANT FUNDING** is added by this Amendment and incorporated into the Contract.
10. This Amendment shall be effective as of January 1, 2023.
11. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract shall remain in full force and effect.
12. Any further revisions to the Contract shall be by written agreement of the Parties.
13. Each Party represents and warrants that the person executing this Amendment No. 1 on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001096400020**

DEPARTMENT OF STATE HEALTH SERVICES HIDALGO COUNTY

DocuSigned by:
Kirk Cole
04BD9FAAF59048D...
Signature
Kirk Cole

Deputy Commissioner

September 27, 2022

Date of Signature

DocuSigned by:
Richard F. Cortez
48B14348AA3D4D3...
Signature
Richard F. Cortez

Hidalgo County Judge

September 23, 2022

Date of Signature

THE FOLLOWING DOCUMENTS ARE ATTACHED AND THEIR TERMS ARE HEREBY INCORPORATED INTO THE CONTRACT:

- ATTACHMENT A-1 - CY2023 STATEMENT OF WORK**
- ATTACHMENT B-1 - CY2023 BUDGET**
- ATTACHMENT C - HHS UNIFORM TERMS AND CONDITIONS-GRANT V. 3.2 (JULY 2022)**
- ATTACHMENT D - CONTRACT AFFIRMATIONS V. 2.2 (MAY 2022)**
- ATTACHMENT G - FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM**
- ATTACHMENT I - HHS ADDITIONAL PROVISIONS-GRANT FUNDING**

ATTACHMENT A-1 CY2023 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee shall:

Comply with the most current version of the Texas Tuberculosis (TB) Work Plan, the Standing Delegation Orders, TB Standards, TB Recommendations and TB Administration Resources located at: <http://www.dshs.texas.gov/idcu/disease/tb/policies/>.

A. 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.

B. Provide a match of no less than 20% of the total budget as reflected in this Contract.

C. 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.

D. 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.

E. Not lapse more than 1% of the total funded amount of this Contract.

F. 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.

- G. Maintain sufficient staffing levels to meet the required activities of this Contract and to ensure all funds in personnel category are expended.
- H. Use System Agency-designated data systems available for local entry. Information for the current System Agency reporting and data management system is located at the following link: [DSHS TB/HIV/STD Section - THISIS \(texas.gov\)](#)

All collected TB information shall be entered into the System Agency-designated TB information data system according to documented timelines and specifications in the Texas Tuberculosis Work Plan. Only data entered into the System Agency-designated data system will be considered submitted as required under the terms of this Contract.

- I. Telemedicine medical services may be provided for medical case management of patients evaluated by the TB program, as is determined appropriate by the treating physician. If telemedicine medical services are utilized, Grantee shall ensure the TB Standards of Care are maintained. Grantee must develop written procedures for provision of telemedicine medical services that comply with all applicable laws, including Texas Occupations Code, Title 3, Chapter 111; Grantee's licensing board rules and those requirements set forth in Attachment I of this Contract.

II. PERFORMANCE MEASURES

System Agency will monitor the Grantee's performance of the requirements in Attachment A-1 and compliance with the Contract's terms and conditions.

If Grantee fails to meet any of the performance measures or reporting requirements, System Agency may request an action plan from Grantee regarding issues or deficiencies identified. Such action plans must outline any barriers and a plan to address them and are due to System Agency within two (2) weeks of the date they were requested. Grantee must take actions directed by System Agency following the Agency's review of the plan submitted and must do so within the timeframes directed by System Agency. This requirement does not excuse any violation of this Contract, nor does it limit System Agency to any other available options or remedies under the Contract.

III. INVOICE AND PAYMENT

Grantee shall bill, and System Agency shall pay Grantee based upon Grantee's submission of a monthly detailed and accurate invoice describing the services performed in completion of the responsibilities outlined in Attachment A-1. Invoices and supporting documentation shall be submitted to System Agency no later than thirty (30) days after the last day of each month.

- A. Grantee shall request payments monthly using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.texas.gov/grants/forms/b13form.doc>. Voucher and any supporting documentation must be mailed or submitted by fax or electronic mail to the address or fax number below. Invoices and all supporting documentation must be emailed to invoices@dshs.texas.gov and

cmsinvoices@dshs.texas.gov simultaneously. Invoices must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to submit a “zero dollar” invoice on a monthly basis. Grantee must submit a final close-out invoice and final financial status report no later than 45 days following the end of the Contract term. Invoices received more than 45 days after the end of the Contract term are subject to denial of payment.

Department of State Health Services
 Claims Processing Unit, MC 1940
 1100 West 49th Street
 P.O. Box 149347
 Austin, TX 78714-9347
 FAX: (512) 458-7442
 Email: Invoices@dshs.texas.gov, CMSinvoices@dshs.texas.gov and TBContractReporting@dshs.texas.gov

Failure to submit required information may result in delay of payment or return of invoice. Billing invoices must be legible. Illegible or incomplete invoices which cannot be verified will be disallowed for payment.

- B. Grantee shall submit the Financial Status Report (FSR-269A) biannually as outlined below. Grantee shall email the Financial Status Report (FSR-269A) and the Match Certification Form (B-13A) to the following email addresses: FSRgrants@dshs.texas.gov and TBContractReporting@dshs.texas.gov.

The Financial Status Report (FSR-269A) can be located at:
<https://www.dshs.texas.gov/hivstd/contractor/cmsforms.shtm>

Grantee shall request the Match Certification Form (B-13A) from System Agency via email.

- C. Grantee will be paid on a cost-reimbursement basis and in accordance with Attachment B-1 of this Contract.

IV. REPORTING REQUIREMENTS

Report Name	Frequency	Period Begin	Period End	Due Date
Annual Progress Report (APR) Training	Annually	January 1, 2023	December 31, 2023	February 15, 2023
Financial Status Report (FSR)	Biannually	January 1, 2023	June 30, 2023	July 31, 2023
Financial Status Report (FSR)	Biannually	July 1, 2023	December 31, 2023	February 15, 2024
Match Reimbursement/ Certification Form (B-13A)- Final Quarter	Annually	October 1, 2023	December 31, 2023	February 15, 2024

**ATTACHMENT B-1
CY2023 BUDGET**

Budget Category	DSHS Funds	Cash Match	Category Total
Personnel	\$277,634.00	\$59,122.00	\$336,756.00
Fringe Benefits	\$123,158.00	\$26,226.00	\$149,384.00
Travel	\$11,770.00	\$0.00	\$11,770.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$1,046.00	\$78.00	\$1,124.00
Contractual	\$0.00	\$0.00	\$0.00
Other	\$13,520.00	\$0.00	\$13,520.00
Total Direct Costs	\$427,128.00	\$85,426.00	\$512,554.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals:	\$427,128.00	\$85,426.00	\$512,554.00

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