

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001052-00**



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 \$102,403.00.
- 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 09/01/2013 and ends on 08/31/2014. 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:** RLSS/LPHS RLSS/Local Public Health System-PnP

7. Statement of Work:

CONTRACTOR shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this contract Attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

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.

CONTRACTOR shall comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
- Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".

CONTRACTOR shall not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

CONTRACTOR shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

DSHS shall inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this contract Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

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 Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY14 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit.

BILLING INSTRUCTIONS:

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link <http://www.dshs.state.tx.us/cmeps/>. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00025

RLHS GOLIVE LPHS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2014

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

STATE, STATE

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Project Service Delivery Plan	Quarterly	09/01/2013	11/30/2013	12/30/2013
Project Service Delivery Plan	Quarterly	12/01/2013	02/28/2014	03/31/2014
Project Service Delivery Plan	Quarterly	03/01/2014	05/31/2014	06/30/2014
Project Service Delivery Plan	Quarterly	07/01/2014	08/31/2014	10/31/2014

16. Special Provisions

General Provisions, Section 1.03 Reporting Article, are revised to include the following paragraph:

Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department.

Programmatic Reporting Submission Requirements:

Reports and Report signature page should be sent electronically to:

LocalPHTeam@dshs.state.tx.us, or the signature page can sent by facsimile to 512-776-7391. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director.

See Programmatic Reporting Requirements section for required reports.

General Provisions, ARTICLE II SERVICES, Section 2.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, Section 12.01 Responsibilities and Restrictions Concerning Governing Board, Officers and Employees, is not applicable to this program Attachment.

General Provisions, Section 12.20 Equipment (Including Controlled Assets) Purchases, is revised to include the following:

For the purpose of this Program Attachment, equipment is not approved as part of the base budget for LPHS. The funds are for direct services. Although, at mid-year of the contract term, if funds are identified as not being used, the funds may be used to purchase equipment in the 3rd quarter of the contract or program attachment term. Contractor must submit proposal to redirect funds with justification as to how the equipment helps achieve the goals, objectives, and deliverables outlined in Exhibit A (Project Service Delivery Plan). The proposal must be submitted to the contract manager assigned to the program attachment.

General Provisions, General Terms Article VIII, Amendment Section 13.15, is amended to include the following:

Contractor must submit all amendment and revision requests electronically through the Contract Management and Procurement System (CMPS) at least 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) 2014-001052-00
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budgets

- d. Declarations Certification Regarding Lobbying,
Certification Regarding Professional
Services Contractors Not Hiring Former
or Retired State Agency Employees,
Child Support Certification, Fiscal
Federal Funding Accountability and
Transparency Act (FFATA) Certification
- e. Exhibits Exhibit A

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 037

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, including any attachments and addendums.

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 787-4204
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
 Contract Number: 2014-001052-00
 Proposal ID: RLHS-2014-Hidalgo -00038

Program ID: RLSS/LPHS
 Procurement ID: GST-2012-Solicitation-00025
 Procurement Name: RLHS GOLIVE LPHS PROPOSAL

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	\$61,587	\$0	\$0	\$61,587
Fringe Benefits	\$19,535	\$0	\$0	\$19,535
Travel	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0
Supplies	\$18,281	\$0	\$0	\$18,281
Contractual	\$0	\$0	\$0	\$0
Other	\$3,000	\$0	\$0	\$3,000
Total Direct Costs	\$102,403	\$0	\$0	\$102,403
Indirect Costs	\$0	\$0	\$0	\$0
Totals:	\$102,403	\$0	\$0	\$102,403

Subcontracting

Subcontracting Percentage: 0.00%

Match Contributions

Required Match Percentage: % Calculated Match Percentage: 0.00%
 Required Match Amount: \$0 Calculated Match Amount: \$0

Source of Cash Match Funds

0 of 500

Source of In Kind Match Funds

0 of 500

Program Income

Projected Earnings: \$0

Source of Earnings

0 of 500

Non DSHS Funding

Direct Federal Funds:	\$0
Other State Agency Funds:	\$0
Local Funding Sources:	\$0
Other Funds:	\$0
Total Projected Non DSHS Funding: \$0	

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CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
 Contract Number: 2014-001052-00

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

Applicable Non-Applicable

Signature of Authorized Individual

Date:

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	Signature Page			
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Medina, Elma-Contractor



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CERTIFICATION REGARDING PROFESSIONAL SERVICES CONTRACTORS NOT HIRING FORMER OR RETIRED STATE AGENCY EMPLOYEES

Organization Name: Hidalgo County
Contract Number: 2014-001052-00

Government Code Sec. 2252.901. CONTRACTS WITH FORMER OR RETIRED AGENCY EMPLOYEES. A state agency may not enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with a former or retired employee of the agency before the first anniversary of the last date on which the individual was employed by the agency, if appropriated money will be used to make payments under the contract. This section does not prohibit an agency from entering into a professional services contract with a corporation, firm, or other business entity that employs a former or retired employee of the agency within one year of the employee's leaving the agency, provided that the former or retired employee does not perform services on projects for the corporation, firm, or other business entity that the employee worked on while employed by the agency.

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The corporation, firm, or business entity does employ a former or retired employee of a State of Texas agency who left employment with the agency within the past year but this former or retired employee does not perform services on projects for the corporation, firm, or business entity that the employee worked on while employed by the agency.
2. The corporation, firm, or business entity does not employ and has no plans to employ a former or retired employee of a State of Texas agency within one year of the employee's leaving the agency to perform services on projects for the corporation, firm, or business entity that the employee worked on while employed by the agency.
3. The individual, or sole proprietorship, or partnership is not a former employee of a State of Texas agency and within one year of leaving the agency.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Signature of Authorized Individual

Date:

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CHILD SUPPORT CERTIFICATION

Organization Name: Hidalgo County
 Contract Number: 2014-001052-00

The Texas Family Code §231.006, places certain restriction on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified above is not a governmental entity or a nonprofit corporation.

The contractor certifies the following is a complete list of the names and social security numbers of either the individual or sole proprietor who is the contractor or each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity:

Name:	Social Security Number:

[CHECK GLOBAL ERRORS](#)

Under the Texas Family Code, §231.006, the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is in-accurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Applicable Non-Applicable

Signature of Authorized Individual

Date:

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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 037 MailCode 037

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 Eufrazio
 Email* ray.eufrazio@auditor.co.hidalgo.tx.us
 Telephone* (956) 318-2511

As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature

Date

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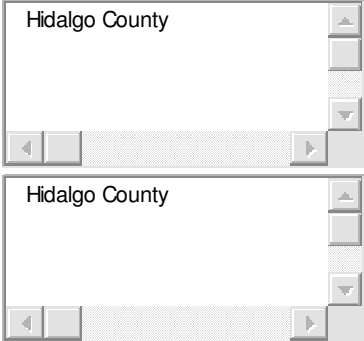
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EXHIBIT A

Organization Name:  Hidalgo County

Contract Number: 2014-001052-00
Contract Term: 9/1/2013 - 8/31/2014

Program ID: RLSS/LPHS
Program Name: RLSS/Local Public Health System-PnP

EXHIBIT A

**FY 2014 Request for Local Public Health Services Funds
Project Service Delivery Plan**

Texas Department of State Health Services

Local Health Department: Hidalgo County
Contract Term: September 1, 2013 through August 31, 2014

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

Public Health Issue: Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.

1. To continue to enhance, develop and promote programs that support individual and community efforts to improve health.
2. To continue to develop and implement quality assurance policies to assure a competent public health and personal.

Essential Public Health Service(s): List the EPHS(s) that will be provided or supported with LPHS Contract funds

- EPHS #3) Inform, educate, and empower people about health status.
- EPHS #8) Assure a competent public health and personal health care workforce.

OBJECTIVE(s): List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)

1.1 During FY 14, the HCHHSD will empower the community to improve their health status by being actively involved in providing health education in promoting wellness and disease prevention.

2.2 During FY 14, the HCHHSD will assure a competent public health and personal health care workforce.

PERFORMANCE MEASURE: List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.

1.1 During FY 14, the HCHHSD will continue to educate and empower the community, students in public schools, health clinics and agency workforce on tobacco prevention and cessation, disease prevention, and health promotion.

2.2 During FY 14, 100% of the HCHHSD professional staff will be in compliance with professional licensure, certifications, and yearly required trainings.

ACTIVITIES List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.

1.1.1 The Public Health Technician I (PHT I) will develop health, wellness, & disease prevention educational programs (power points, video's, DVD's) for community presentations.

1.1.2 The PHT I will develop specific program modules (power points, video's DVD's) for the department's professional staff quarterly/yearly trainings.

2.2.1 The PHS, Educator & Outreach Specialist will continue to provide individual & group health education promoting wellness & disease prevention in the health clinics & in the community.

2.2.2 The PHS, Educator & Outreach Specialist will continue to participate in health fairs in the community promoting wellness and disease prevention.

2.2.3 The PHS will continue to collaborate with community agencies and schools in developing activities to promote the program prevention/cessation of tobacco use.

3.3.1 The DON & Adm. Secretary will continue to secure & update required licensure from Health Department professional personnel yearly.

3.3.2 The DON & Adm. Secretary will continue to secure and update required certifications (i.e. CPR, Vision & Hearing) from the Health Department professional and support personnel, as needed.

3.3.3 The DON & ADON will continue to provide and maintain professional and support personnel educated/trained on required health issues (i.e. infection control, family violence, clinical policies and procedures).

EVALUATION and IMPROVEMENT PLAN List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.

1.1.1 The Director of Nursing (DON) will monitor & evaluate educational programs presented to the community thru post-presentation participant evaluations.

1.1.2 The DON & Assistant Director of Nursing (ADON) will monitor & evaluate the training programs thru professional staff post-training evaluations.

2.2.1- 2.2.2. The DON will utilize the States Healthy People 2020 objectives for cardiac & cancer disease prevention.

2.2.3 The standards/laws from state, local and federal on tobacco use regulations will be re-inforced. PHS will evaluate feed back from surveys/questionnaires collected from community sites on personal daily living and tobacco use.

3.3.1 The DON and Adm. Secretary will ensure compliance of Texas Board of Nursing Standards by maintaining licenses of all professional current and secure in personnel file, yearly.

3.3.2 The DON and ADON and Adm. Secretary will ensure all professional & support staff maintain certifications for CPR, Vision/Hearing and C/M are kept current as per DSHS standards.

3.3.3. The DON and ADON will schedule trainings for professional & support staff as per Health Department Staff Development Policies; and will conduct yearly (and as needed) job performance evaluations which will be used to measure staff development needs on an ongoing basis

DELIVERABLE Describe the tangible evidence that the activity was completed.

1.1.1. The DON & Public Health Specialist (PHS) will maintain a library of all developed educational materials and will secure & keep on file the monthly activity reports.

1.1.2. The DON will maintain the agenda's & sign up sheets of trainings conducted on file.

2.2.1 & 2.2.2 Monthly schedules of daily activities will be maintained and kept on file by the PHS. Monthly and quarterly reports will be compiled on activities conducted; and, surveys and questionnaires will be utilized to measure effectiveness and future planning in all activities.

2.2.3 – The monthly schedules of daily activities will be maintained & kept on file by the PHS.

3.3.1 & 3.3.2- Required licenses/certifications of professional and assigned personnel will be secured and kept on file at the Department's Central Office by the DON & Administrative Secretary.

3.3.3- Professional and assigned personnel trainings/in-services agenda's/ minutes and registration lists will be kept on file by the DON. The department Staff Development Plan will be kept current by the DON; and made accessible to all clinic personnel.