

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2007-021977 (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 HEALTH DEPARTMENT** (Contractor), a Public Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$344,108.00, and the payment method(s) shall be as specified in the Program Attachments.
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 01/01/2007 and ends on 12/31/2007. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. 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. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2007-021977-001 TB - PREVENTION AND CONTROL
 - c. General Provisions (Subrecipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. 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.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **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

Address: 100 N CLOSNER BLVD HIDALGO COUNTY COURTHOUSE
EDINBURG, TX 78539-3563

Vendor Identification Number: 17460007176060

9. **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.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY HEALTH DEPARTMENT

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

CONTRACT NO. 2007-021977-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000324757

CONTRACTOR: HIDALGO COUNTY HEALTH DEPARTMENT

DSHS PROGRAM: TB - PREVENTION AND CONTROL

TERM: 01/01/2007 THRU: 12/31/2007

SECTION I. STATEMENT OF WORK:

Throughout Contractor's defined service area of Hidalgo, the Contractor shall develop and provide: (1) basic services and associated activities for tuberculosis (TB) prevention and control, and (2) expanded outreach services to individuals of identified special populations who have TB or who are at high risk of developing TB as outlined in the following paragraph.

Contractor shall perform the following activities:

Provide basic services and expanded outreach services in compliance with: DSHS's most current version of the Standards of Performance for the Prevention and Control of Tuberculosis, available at <http://www.dshs.state.tx.us/idcu/disease/tb/publications/default.asp>; with DSHS Standards for Public Health Clinic Services, Revised August 31, 2004, available at <http://www.dshs.state.tx.us/sdi/docs/section8.pdf>; and with the following series of American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB, available at www.cdc.gov/nchstp/bt/pubs/mmwrhtum1/maj_guide.htm.

- Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine, Vol. 161, pp. 1376-1395, 2000);
- Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003;
- Targeted Tuberculin Testing and Treatment of Latent TB Infection, MMWR, Vol. 49, No. RR-6, 2000;
- Updated: Adverse Event Data and Revised American Thoracic Society/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31); and
- Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005.

Contractor shall comply with all applicable federal and state regulations and statutes including, but not limited to, the following:

1. Texas Tuberculosis Code, Health and Safety Code, Chapter 13, Subchapter B;
2. Communicable Disease Prevention and Control Act, Health and Safety Code, Chapter 81;
3. Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89;

4. Texas Administrative Code, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases; and
5. Texas Administrative Code, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

Contractor shall perform all activities in accordance with Contractor’s objectives, work plans, and detailed budget as approved by DSHS. These documents are incorporated by reference and made part of this Contract. DSHS must approve in advance, in writing, any revisions to these documents.

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, as shown in SECTION VI. BUDGET, Contractor’s budget may be subject to a decrease for the remainder of the Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Because of the inherent time to complete treatment for tuberculosis disease and latent tuberculosis infection in relation to the period of this Contract, required reporting under this Contract will show results for work performed under previous versions of this Contract.

Contractor shall provide an annual narrative report, in a format provided by DSHS, on their performance goals, objectives, and screening activities. The report shall include a detailed analysis of performance related to the performance measures listed below. A progress report of activities in January through May shall also be submitted in a format provided by DSHS. The narrative program reports shall be sent to the Texas Department of State Health Services, Attention: Infectious Disease Intervention and Control Branch, Mail Code 1939, 1100 West 49th Street, Austin, Texas 78756-3199 via regular mail or fax (512-458-7451). Report periods and due dates are as follows:

PERIOD COVERED	DUE DATE
January – December 2006	March 1, 2007
January – May 2007	July 1, 2007

SECTION II. PERFORMANCE MEASURES:

A combination of audits, inspections, scheduled program reviews, and the following outcome performance measures will be used to assess, in part, Contractor’s effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the contract or any other method of determining compliance.

1. 90% of cases and suspected cases under treatment in 2006 are on Directly Observed Therapy (DOT);
2. 92% of eligible TB cases that were closed in 2006, completed a course of curative TB treatment within twelve (12) months of initiation of treatment;
3. 95% of TB patients in 2005 with initial positive cultures be tested for drug susceptibility and have those test results documented in their medical record;
4. 91% of smear positive TB cases reported in 2006 have at least one (1) contact identified;

5. 70% of identified contacts to smear positive TB cases reported in 2005 shall be evaluated for TB infection or disease;
6. 63% of infected contacts (to smear positive cases reported in 2004) who are started on treatment for Latent TB Infection (LTBI) shall complete therapy; and
7. Contractor shall, in good faith, attempt to complete all required variable reporting fields, with the exception that each shall be completed as the information becomes known.

SECTION III. RENEWALS:

Renewals are permitted on a one-year basis, at DSHS's discretion, through FY09.

SECTION IV. PAYMENT METHOD:

Cost Reimbursement

SECTION V. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit
1100 West 49th Street
Austin, Texas 78756-3101

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VI. BUDGET:

SOURCE OF FUNDS: *CFDA #93.116*

Financial Status Reports are due: 04/30/2007, 7/31/2007, 10/31/2007, and the final report due on 2/28/2008.

SECTION VII. SPECIAL PROVISIONS:

General Provisions, are revised to include the following:

If the Contractor wishes to renew this Contract, the Contractor shall develop and submit a work plan and detailed budget justification in support of renewal of this Contract in response to the DSHS Inter-Local Application. The plan and budget shall be prepared in the format approved by DSHS; one (1) copy shall be submitted according to instructions form DSHS. The plan shall describe Contractor's service delivery and activities toward meeting the objectives outlined in SECTION I. STATEMENT OF WORK above, including updated outcome performance measures and detailed line item budget justifications.

Contractor shall send all initial reports of confirmed TB cases, and suspected TB cases to DSHS within seven (7) working days of identification or notification. Any updates to initial DSHS' Report of Cases and Patient Services Form (TB-400 available at <http://www.dshs.state.tx.us/idcu/disease/tb/forms/>) (e.g., diagnosis, medication changes, x-rays, and bacteriology) and case closures shall be mailed to DSHS, Attention: Infectious Disease Control and Intervention Branch, 1100 West 49th Street, Austin, Texas 78756-3199.

Contractor shall send initial report of contacts on all Class 3 TB cases and smear positive Class 5 TB suspects within thirty (30) days of identification using DSHS' Report of Contacts Form (TB-340 and TB-341 - available at <http://www.dshs.state.tx.us/idcu/disease/tb/forms/>). Any new follow-up information (not included in the initial report) related to the evaluation and treatment of contacts shall be sent to DSHS on the TB-340 and TB-341 at intervals of 90 days, 120 days, and two (2) years after the day the Contractor became aware of the TB case.

As to reporting required under this Contract in the two previous paragraphs regarding reports of confirmed and suspected TB cases and contacts to all Class 3 TB cases and smear positive Class 5 TB suspects, electronic reporting to DSHS may become available during the term of this Contract. Once notified of this option by DSHS, Contractor may avail itself of this option if it adheres to all the electronic reporting requirements (including system requirements) provided at the time.

General Provisions, **FUNDING Article**, is revised to include the following:

Contractor shall maintain local funding at a sufficient rate to support the Contractor's TB program. If the total cost of the project is greater than DSHS' share set out in SECTION VI. BUDGET, Contractor shall supply funds for the remaining costs needed to accomplish the objectives set forth in this Contract.

General Provisions, **PAYMENT METHODS AND RESTRICTIONS Article**, is revised to include the following:

Quarterly Financial Status Reports (Form 269A) from Contractor shall be provided to DSHS in the format provided by DSHS. These reports shall be mailed to Texas Department of State Health Services, Attention: Accounting Section, Claims Processing Unit, 1100 West 49th Street, Austin, Texas 78756. One (1) copy of each quarterly Financial Status Report shall be mailed to the Texas Department of State Health Services, Attention: Infectious Disease Intervention and Control Branch, Mail Code 1939, 1100 West 49th Street, Austin, Texas 78756. These reports shall be submitted on a quarterly basis as follows:

PERIOD COVERED	DUE DATE
January, February, March	April 30, 2007
April, May, June	July 31, 2007
July, August, September	October 31, 2007
October, November, December	February 28, 2008

Categorical Budget:

PERSONNEL	\$261,062.00
FRINGE BENEFITS	\$83,046.00
TRAVEL	\$0.00
EQUIPMENT	\$0.00
SUPPLIES	\$0.00
CONTRACTUAL	\$0.00
OTHER	\$0.00
TOTAL DIRECT CHARGES	\$344,108.00
INDIRECT CHARGES	\$0.00
TOTAL	\$344,108.00
DSHS SHARE	\$344,108.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$344,108.00

Financial Status Reports are due: 04/30/07, 07/31/07, 10/31/07, and the final report due on 02/28/2008.



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

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.

Signature

Date

Print Name of Authorized Individual

2007-021977-001

Application or Contract Number

HIDALGO COUNTY HEALTH
DEPARTMENT

Organization Name