

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2010-034374 (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 AND HUMAN SERVICES DEPARTMENT (Contractor), a Government 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 \$438,132.00, 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 01/01/2010 and ends on 12/31/2010. 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:

2010-034374-001 Tuberculosis Prevention and Control - Federal
 - c. General Provisions (Sub-recipient)
 - 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: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
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 AND HUMAN
SERVICES 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. 2010-034374
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000357596

CONTRACTOR: HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

DSHS PROGRAM: Tuberculosis Prevention and Control - Federal

TERM: 01/01/2010 THRU: 12/31/2010

SECTION I. STATEMENT OF WORK:

Throughout the 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 and/or who are at high risk of developing TB.

Contractor shall provide the services outlined above in compliance with the following:

- DSHS Standards of Performance for the Prevention and Control of Tuberculosis, available at <http://www.dshs.state.tx.us/idcu/disease/tb/publications/default.asp>;
- DSHS Standards for Public Health Clinic Services, available at <http://www.dshs.state.tx.us/sdi/docs/section8.pdf>;
- American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB available at <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.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) <http://ajrccm.atsjournals.org/cgi/reprint/161/4/1376>;
- Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003 available at http://www.cdc.gov/tb/pubs/mmwr/Maj_guide/default.htm;
- Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, available at <http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf>;
- 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) <http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5231a4.htm> ; and
- Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm>.

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

- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, Subchapter B,

- Communicable Disease Prevention and Control Act, Texas Health and Safety Code, Chapter 81,
- Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89,
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases, and
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

Contractor shall perform all activities under this Renewal Program Attachment in accordance with Contractor's final, approved work plan (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract knows of the change(s).

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 Renewal Program Attachment amount, as shown in SECTION VI. BUDGET, 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.

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

Contractor shall provide a complete and accurate annual narrative report, in the format provided by DSHS, demonstrating compliance with the requirements of this Renewal Program Attachment. That report shall include, but is not limited to, a detailed analysis of performance related to the performance measures listed below. A progress report of activities in January through December shall also be submitted, in a format provided by DSHS. The narrative program report shall be sent to the Department of State Health Services, TB Services Branch, Mail Code 1939, PO Box 149347, Austin, Texas 78714-9347 via regular mail, or by fax to (512)458-7787, or e-mail to charles.wallace@dshs.state.tx.us. Contractor shall maintain the documentation used to calculate performance measures as required by the General Provisions Article VIII "Records Retention" and by the Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records.

Report periods and due dates are as follows:

PERIOD COVERED	DUE DATE
January 2009– December 2009	March 2, 2010
January 2010 – May 2010	July 1, 2010

Contractor shall send all initial reports of confirmed 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 Forms (TB-400) (e.g., diagnosis, medication changes, x-rays, and bacteriology) and case closures shall be sent to DSHS at PO Box 149347, Mail Code 1939, Austin, Texas 78714-9347.

Contractor shall send an initial report to DSHS 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). 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 2 years after the day the Contractor became aware of the TB case.

Electronic reporting to DSHS for Class 3 TB cases, smear positive Class 5 TB suspects, and their contacts may become available during the term of this Renewal Program Attachment. 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 that time.

Contractor will determine and report annually the number of persons which receive at least one TB service, including but not limited to: tuberculin skin tests; chest radiographs; health care worker services; or treatment with one or more anti-tuberculosis medications.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the other terms of the contract or any other method of determining compliance.

Contractor must ensure that:

1. At least 90% of cases and suspected cases under treatment in 2009 are on directly observed therapy (DOT);
2. At least 92% of eligible* TB cases reported in 2008 complete a course of curative TB treatment within twelve (12) months of initiation of treatment;
3. At least 97% of TB patients reported in 2008 with initial positive cultures are tested for drug susceptibility and have those test results documented in their medical record;
4. At least 94% of smear positive TB cases reported in 2009 have at least one (1) contact identified;
5. At least 76% of identified contacts to smear-positive TB cases reported in 2008 shall be evaluated for TB infection or disease;

6. At least 68% of infected contacts (to smear-positive cases reported in 2008) who are started on treatment for latent tuberculosis infection (LTBI) shall complete therapy;
7. At least 75% of adults (age>14) with TB disease reported in 2009 are tested for HIV;
8. At least 85% of adults (age 25-44) with TB disease reported in 2009 are tested for HIV;
and
9. Report the number of TB cases in US-born non-Hispanic African-Americans reported in 2009.

*Excludes TB cases: 1) diagnosed at death; 2) who die during therapy; 3) who are resistant to rifampin; 4) who have meningeal disease; and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.

If the Contractor fails to meet any of the performance measures, the Contractor shall furnish in the narrative report, due March 2, 2010, a written explanation including a plan (with schedule) to meet those measures. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

DSHS shall evaluate compliance with these performance measures based on: information maintained in databases kept at the Tuberculosis Prevention and Control Program; audits and/or inspections; scheduled program reviews; reporting requirements under this contract; and using any other information available to DSHS.

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS:

None.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and if applicable, Equipment List.

SECTION VI. 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.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

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 VII. BUDGET

SOURCE OF FUNDS: CFDA Funding #93.116

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, are revised to include the following:

General Provisions, **Article III. FUNDING, Section 3.06, Nonsupplanting**, is revised to include the following:

Funding from this Renewal Program Attachment shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Renewal Program Attachment) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' funding set out in SECTION VII. BUDGET, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Program Attachment.

All revenues directly generated by this Renewal Program Attachment or earned as a result of this Renewal Program Attachment during the term of this Renewal Program Attachment are considered program income; including income generated through Medicaid billings for TB related clinic services. The Contractor shall use this program income to further the scope of work detailed in this Renewal Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, **Article IV. PAYMENT METHODS AND RESTRICTIONS Section 4.02, Billing Submission**, is hereby revised to add:

Quarterly Financial Status Reports (Form 269A) from Contractor shall be provided to DSHS in the format provided by the DSHS. These reports shall be mailed to Department of State Health Services, Attention: Accounting Section, Claims Processing Unit, Mail Code 1940, 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347. One (1) copy of each quarterly financial status report shall be mailed to the Department of State Health Services, Attention: Infectious Disease Intervention and Control Branch, Mail Code 1939, PO Box 149347, Austin, Texas 78714-9347. These reports shall be submitted on a quarterly basis as follows:

PERIOD COVERED	DUE DATE
January, February March	April 30, 2010
April, May, June	July 30, 2010
July, August, September	October 29, 2010
October, November December	February 25, 2011

General Provisions, **Article XIII. General Terms, Section 13.15 Amendment**, 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 Program Attachment.

Categorical Budget:

PERSONNEL	\$290,600.00
FRINGE BENEFITS	\$93,489.00
TRAVEL	\$5,617.00
EQUIPMENT	\$0.00
SUPPLIES	\$26,932.00
CONTRACTUAL	\$0.00
OTHER	\$21,494.00
TOTAL DIRECT CHARGES	\$438,132.00
INDIRECT CHARGES	\$0.00
TOTAL	\$438,132.00
DSHS SHARE	\$438,132.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$438,132.00

Financial status reports are due: 04/30/2010, 07/30/2010, 11/01/2010, 03/01/2011



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, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "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.

Signature

Date

Print Name of Authorized Individual

2010-034374

Application or Contract Number

HIDALGO COUNTY HEALTH AND
HUMAN SERVICES DEPARTMENT

Organization Name