

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT 2014-001400-01**



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 \$428,212.00.
- 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:** TB/PC-FED Tuberculosis Prevention and Control-Federal

## 7. Statement of Work:

This November amendment contains various requirements, with concurrent adjustments made to the Budget. Special Provisions have been added and are located in Section 16 of this Program Attachment.

### A. PROVISION OF SERVICES:

Throughout the Contractor's defined service area the Contractor shall develop and provide: services and associated activities for the prevention and control of tuberculosis (TB) in accordance with federal funding requirements.

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 not use funds under this contract to support clinical care such as physician and nursing services and medication purchases.

Contractor may use funds under this contract to support any or all of the following activities:

- Directly observed therapy (DOT);
- Contact Investigations;
- Surveillance;
- Reporting;
- Data analyses;
- Cluster investigations; and/or
- Provider Education

Funds under this contract may support FTEs based on the percentage of time involved in performing any of the above activities or to support contractual activities such as DOT.

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

- DSHS Standards of Performance for the Prevention and Control of Tuberculosis, <http://www.dshs.state.tx.us/IDCU/disease/tb/publications/SOP-2008-final.doc>;
- DSHS Standards for Public Health Clinic Services, <http://www.dshs.state.tx.us/qmb/dshsstndrds4clinicsevs.pdf>;
- DSHS TB Policy and Procedures Manual, <http://www.dshs.state.tx.us/idcu/disease/tb/publications/>;
- American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB, <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, <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm>;
- Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, <http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf>;
- Updated: Adverse Event Data and Revised ATS/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>;

• Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005

<http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm>; and

• Guidelines for the Prevention and Treatment of Opportunistic Infections Among HIV-Exposed and HIV-Infected Children, <http://www.cdc.gov/mmwr/pdf/rr/rr58e0826.pdf>.

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 Tuberculosis Services Branch work plan (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable procedures in 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 what is projected in Contractor's total Renewal Program Attachment 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.

Use of Funds:

Contractor will be subject to adjustments in award amounts based on changes to the number of clients served, utilization of funds, or other factors.

Contractor shall provide a match of no less than 20% of the DSHS share of the total budget reflected in the Program Attachment. Contractor shall provide match at the required percentage or DSHS may hold payment vouchers, use administrative offsets, or request a refund from Contractor until such time as the required match ratio is met. No federal or other grant funds can be used as match.

Contractor shall not use DSHS funds or matching funds (including in-kind contributions) for:

1. Food;
2. Incentives;
3. Entertainment; or
4. Sectarian worship, instruction, or proselytization.

B. REPORTING:

Contractor shall provide a complete and accurate annual narrative report, covering the period from January to December 2013, in the format provided by DSHS, demonstrating compliance with the requirements of the Renewal Program Attachments in place during that time period. That report shall include, but not limited to, a detailed analysis of performance related to the performance measures listed below. The narrative report is due by February 14, 2014. A progress report of activities in January to May 2014 shall also be submitted in a format provided by DSHS. The Progress Report is due on July 15, 2014. These reports shall be sent to: Department of State Health Services, Tuberculosis Services Branch, Mail Code 1939, P.O. Box 149347, Austin, Texas 78714-9347 or by e-mail to TBContractReporting@dshs.state.tx.us. If the Contractor sends the report to the DSHS Health Service Region, the deadline for submission to the TB Service Branch remains unchanged. 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.

Contractor shall adhere to reporting requirements documented in the Tuberculosis Work Plan and the CDC Tuberculosis Surveillance Data Training Report of Verified Case of Tuberculosis (RVCT) Instruction Manual available at, <http://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf>.

## 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:

1. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Direct Observed Therapy (DOT). If data indicates a compliance rate for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.
2. Newly diagnosed TB cases that are eligible\* to complete treatment within 12 months shall complete therapy within 365 days or less; \*Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningial disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.

If data indicates a compliance rate for this Performance Measure of less than 87%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

3. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record. If data indicates a compliance rate for this Performance Measure of less than 97.8%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.
4. Newly-reported cases of TB with Acid-fast Bacillis (AFB) positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment. If data indicates a compliance rate for this Performance Measure of less than 47% then DSHS may (at its sole discretion) require additional measures be taken by contractor to improve the percentage, on a timeline set by DSHS.
5. Newly-reported TB cases shall have an HIV test performed (unless they are known HIV- positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the

schedule provided herein. If fewer than 82% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

6. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen. If fewer than 93.4% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

7. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case. If data indicates a compliance rate for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

8. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TB infection and disease. If data indicates a compliance rate for this Performance Measure of less than 82.5 %, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

9. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with latent TB infection (LTBI) shall be started on timely and appropriate treatment. If data indicates a compliance rate for this Performance Measure of less than 70%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

10. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with LTBI and that were started on treatment shall complete treatment for LTBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, and according to the timelines given therein. If data indicates a compliance rate for this Performance Measure of less than 50%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

11. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum AFB-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein. If data indicates a compliance rate for this Performance Measure of less than 90.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

12. Increase the proportion of culture-confirmed TB cases with a genotyping result reported. If data indicates a compliance rate for this Performance Measure of less than 85%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

13. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate medical evaluation within 90 days of arrival. Measure of less than 60%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

14. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US, increase the proportion who start treatment. Measure of less than 68%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

15. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US and started on treatment, increase the proportion who complete LTBI treatment. Measure of less than 60%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

16. All reporting to DSHS shall be completed as described herein under Section I-B above and submitted by the deadlines given.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the narrative report, due February 14, 2014, 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.

#### 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](mailto:CMPS@dshs.state.tx.us) or call 1-855-312-8474.

## 8. Service Area

**This section intentionally left blank.**

**10. Procurement method:**

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00064

FY14 TB/FED

**11. Renewals:**

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

**12. Payment Method:**

Cost Reimbursement

**13. Source of Funds:**

93.116, 93.116

**14. DUNS Number:**

103110834

**15. Programmatic Reporting Requirements:**

<b>Report Name</b>	<b>Frequency</b>	<b>Period Begin</b>	<b>Period End</b>	<b>Due Date</b>
Narrative Reprt	Triannual	January 1, 2013	December 31, 2013	February 14, 2014
Financial Status Reports (FSRs) & Match Reimbursement/ Certification Forms (B-13As)	Quarterly	September 1, 2013	December 31, 2013	January 31, 2014
Financial Status Reports (FSRs) & Match Reimbursement/ Certification Forms (B-13As)	Quarterly	January 1, 2014	March 31, 2014	April 30, 2014
Financial Status Reports (FSRs) & Match Reimbursement/ Certification Forms (B-13As)	Quarterly	April 1, 2014	June 30, 2014	July 31, 2014
Financial Status Reports (FSRs) & Match Reimbursement/ Certification Forms (B-13As)	Quarterly	July 1, 2014	August 31, 2014	October 30, 2014

## 16. Special Provisions

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, Article III, Funding Section 3.03, Use of Funds, is amended to include the following:

Contractor is allocated \$135,529.33 from September 1, 2013 – December 31, 2013.

Contractor is allocated \$292,682.67 from January 1, 2014 – August 31, 2014.

Expenditures may not exceed the above allocated amounts within the specified timeframes.

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' set funding, 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. 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 amended to include the following:

Contractor shall submit requests for reimbursement or payment, or revisions to previous reimbursement request(s), no later than February 28, 2014 for costs incurred between the service dates of September 1, 2013 and December 31, 2013.

General Provisions, Article IV, Payment Methods and Restrictions, Section 4.03, Final Billing Submission, is amended to include the following:

Contractor shall submit final close-out bill or revisions to previous reimbursement request(s), no later than February 28, 2014 for costs incurred between the services dates of September 1, 2013 and December 31, 2013. Expenditures with service dates from September 1, 2013 to December 31, 2013 will not be paid if

submitted after February 28, 2014.

General Provisions, ARTICLE IV. PAYMENT METHODS AND RESTRICTIONS, Section 4.05 Financial Status Reports, is amended to include the following:

Contractor shall submit FSRs to Accounts Payable by the last business day of the month following the end of each term reported. The FSR period will be reported as follows: Quarter One shall include September 1, 2013 through December 31, 2013. Quarter two shall include January 1, 2014 through March 31, 2014. Quarter three shall include April 1, 2014 through June 30, 2014. Quarter four shall include July 1, 2014 through August 31, 2014. Contractor shall submit the final FSR no later than sixty (60) calendar days following the end of the applicable term.

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 ninety (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) 2014-001400-01
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budgets
  
- d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
- e. 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.

**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

**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: 2014-001400-00  
 Proposal ID: DCPS-2014-Hidalgo -00012

Program ID: TB/PC-FED  
 Procurement ID: GST-2012-Solicitation-00064  
 Procurement Name: FY14 TB/FED

**Budget Categories**

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	\$293,472	\$81,628	\$0	\$375,100
Fringe Benefits	\$94,351	\$26,243	\$0	\$120,594
Travel	\$11,300	\$0	\$0	\$11,300
Equipment	\$0	\$0	\$0	\$0
Supplies	\$29,089	\$0	\$0	\$29,089
Contractual	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0
<b>Total Direct Costs</b>	<b>\$428,212</b>	<b>\$107,871</b>	<b>\$0</b>	<b>\$536,083</b>
Indirect Costs		\$0	\$0	\$0
<b>Totals:</b>	<b>\$428,212</b>	<b>\$107,871</b>	<b>\$0</b>	<b>\$536,083</b>

**Subcontracting**

Subcontracting Percentage: 0.00%

**Match Contributions**

Required Match Percentage: 20.00%

Calculated Match Percentage: 25.19%

Required Match Amount: \$85,642

Calculated Match Amount: \$107,871

Source of Cash Match Funds

Personnel, Fringe



18 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