

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-001417-00**



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 \$605,561.00.

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 09/01/2015 and ends on 08/31/2016. 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: As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

6. Program Name: TB/PC-STATE Tuberculosis Prevention and Control-State

7. Statement of Work:

SECTION I: FY16 FRAMEWORK FOR DELIVERY OF TUBERCULOSIS SERVICES:

The Statement of Work establishes parameters in which local health departments (LHDs) receiving state funds will deliver services to maintain an effective infrastructure that promotes consistent public health practices for the health and well-being of Texans.

Local health departments shall comply with the most current version of the Tuberculosis Work Plan located at <http://www.texastb.org/policies> and all applicable state laws, regulations, standards and guidelines.

Local health departments shall perform the following in accordance with the Tuberculosis Work Plan:

- Implement a comprehensive TB prevention and control program;
- Develop and maintain TB policies and procedures;
- Provide services to evaluate, treat, and monitor clients with suspected or confirmed TB disease;
- Initiate contact investigations;
- Provide services to evaluate, treat, and monitor contacts to suspected or confirmed cases of pulmonary, pleural, or laryngeal TB disease;
- Provide treatment services for at-risk persons diagnosed with TB infection;
- Develop and maintain surveillance mechanism for early identification and reporting of TB;
- Perform Targeted testing;
- Submit designated reports by established deadlines and schedules using DSHS-approved mechanisms;
- Apply appropriate administrative, environmental, and respiratory controls to prevent exposure to and transmission of Mycobacterium tuberculosis;
- Provide professional education, training and orientation for new TB program staff and continuing education for current TB program staff;
- Monitor budget expenditures and maintain accurate and concise records;
- Comply with confidentiality and security standards;
- Monitor and participate in correctional TB control activities;
- Perform self-auditing activities to assess clinical care services and reporting practices; and
- Perform ongoing continuing quality improvement activities to meet Texas performance measures.

A. PROVISION OF SERVICES:

Throughout the Contractor's defined service area, Contractor shall develop and provide services and associated activities to prevent and control tuberculosis in their jurisdiction.

Contractor shall perform 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 provide these services in compliance with the following:

- All TB and Refugee Health Service Branch (TB Branch) standards and policies on TexasTB.org;
- DSHS Tuberculosis Work Plan, <http://www.dshs.state.tx.us/idcu/disease/tb/policies/>;
- DSHS Standards of Performance for the Prevention and Control of Tuberculosis, 2008, <http://www.dshs.state.tx.us/idcu/disease/tb/policies/>;
- American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB, 2003, <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://atsjournals.org/doi/abs.10.1164/ajrccm.161.4.16141#.vrm6roko4dy>;

• 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>;

• 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>; and

• Tuberculosis Surveillance Data Training Report of Verified Case of Tuberculosis (RVCT) Instruction Manual, <http://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf>.

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

• Tuberculosis Code, Texas Statutes, Health and Safety Code, Chapter 13, Subchapter B;

• Communicable Disease Prevention and Control Act, Texas Statutes, Health and Safety Code, Chapter 81;

• Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Texas Statutes, Health and Safety Code, Chapter 89;

• Control of Communicable Diseases, Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A;

• Tuberculosis Screening for Jails and Other Correctional Facilities, Texas Administrative Code (TAC), Title 25, Part 1, Chapter 97, Subchapter H; and

• Retention of Medical Records, General Provisions Article VIII “Records Retention” and by Texas Administrative Code Title 22, Part 9, Chapter 165, §165.1.

Contractor shall perform all activities under this Program Attachment in accordance with the Tuberculosis Work Plan, and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable procedures in the Tuberculosis Work Plan. If approval is provided, the Contractor shall update their policies and procedures within five (5) working days so that staff working on activities under this contract knows of the change(s).

Contractor shall provide TB services to individuals with suspected or confirmed TB disease including persons identified as a contact to a known case or suspect, refugees and class B immigrants regardless of their ability to pay for services.

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.

CONFIDENTIALITY

Contractor will designate and identify a HIPAA Privacy Officer, who is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements of federal and state privacy laws.

Contractor shall designate, from its staff, a Local Responsible Party (LRP) who has the overall

responsibility for ensuring the security of the TB/HIV/STD confidential information maintained by Contractor as part of activities under this Program Attachment. The LRP must:

- Ensure that appropriate policies/procedures are in place for handling confidential information, for the release of confidential TB/HIV/STD data, and for the rapid response to suspected breaches of protocol and/or confidentiality. These policies and procedures must comply with DSHS policies and procedure (Contractor may choose to adopt those DSHS policies and procedures as its own).
- Ensure that security policies are reviewed periodically for efficacy, and that the Contractor monitors evolving technology (e.g. new methods hackers are using to illegally access confidential data; new technologies for keeping confidential data protected from hacking) on an on-going basis to ensure that the program's data remain as secure as possible.
- Approve any Contractor staff requiring access to TB/HIV/STD confidential information. LRP will grant authorization to Contractor staff who have a work-related need (i.e. work under this Program Attachment) to view TB/HIV/STD confidential information.
- Maintain a list of authorized Contractor staff persons who have been granted permission to view and work with TB/HIV/STD confidential information. The LRP will review the authorized user list ten (10) days from the effective date of this Program Attachment to ensure it is current. All Contractor staff with access to confidential information will have a signed copy of a confidentiality agreement on file and it be updated once during the term of this Program Attachment.
- Ensure that all Contractor staff with access to confidential information will be trained on TB/HIV/STD security policies and procedures before access to confidential information is granted and that this training will be renewed once during the term of this Program Attachment.
- Ensure that all Contractor staff with access to confidential information will be trained on federal and state privacy laws and policies before access to confidential information is granted and that this training will be renewed once during the term of this Program Attachment.
- Thoroughly and quickly investigate all suspected breaches of confidentiality in consultation with the DSHS LRP, all in compliance with the DSHS Program Policy TB/HIV/STD and Viral Hepatitis Breach of Confidentiality Response Policy” <http://www.dshs.state.tx.us/hivstd/policy/security.shtm>.
- Ensure that all required quarterly reports will be submitted on time.

Contractor shall include the following in their security procedures:

- Computers and networks meet DSHS security standards, as certified by DSHS IT staff
- Provide a list to DSHS of personnel with access to secured areas and of all identified personnel who have received security training
- Provide a list to DSHS of personnel with access to all network drives where confidential information is stored and all identified personnel received security training
- Requests for TB/HIV/STD systems user account terminations are sent to DSHS within 1 business day of the identification of need for account termination
- Transfer secure data electronically using the Public Health Information Network
- A visitors log for individuals entering the secured areas and reviewed quarterly by the LRP
- TB/HIV/STD system user passwords changes verified by the LRP at least every 90 days
- Confidential data were:
 - Maintained in a secured area

- Locked when not in use
- Confidential documents are not left in plain sight
- Shredded before disposal
- Portable devices that are used to store confidential data are approved by the LRP and encrypted

B. USE OF FUNDS:

Contractor shall demonstrate fiduciary responsibility in administering program 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 total budget reflected in the Program Attachment. Contractor shall provide match at the required percentage or DSHS may withhold payments, 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 part of meeting the match requirement.

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

1. Entertainment; or
2. Sectarian worship, instruction, or proselytization.

However, food and incentives are allowed using DSHS funds, but are not allowed for matching funds (including in-kind contributions).

Contractor shall:

1. Lapse no more than 5% of the total funded amount of the contract;
2. Maintain and adjust spending plan throughout the contract term to avoid lapsing funds; and
3. Maintain staffing levels to meet required activities of the contract and to ensure all funds in personnel category are expended.

Contractor's budget shall include costs to cover:

1. Required TB trainings;
2. Continuing education training; and
3. Patient transportation, i.e. ambulance services as needed.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total contract amount as approved for this Program Attachment, Contractor's budget may be subject to a decrease for the remainder of the Program Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract.

<http://www.dshs.state.tx.us/contracts/cfpm.shtm>.

C. MEDICATIONS AND SUPPLY INVENTORY MANAGEMENT:

Contractor shall order TB medications through DSHS-enabled pharmacy ordering system. Contractor shall ensure that TB medications and supplies purchased with DSHS TB Branch funds are used in a prudent manner that contributes to disease control in their service area and shall not be distributed to entities for which the Contractor does not provide treatment oversight.

Contractor shall monitor and manage its usage of TB medications and testing supplies furnished by DSHS in accordance with first-expiring-first-out (FEFO) principles of inventory control and set maximum stock levels at a two (2) month average usage.

Contractor shall count DSHS-purchased medications and supplies, on a monthly basis, and reconcile their inventory according to the product and lot number listed in the DSHS Inventory Tracking Electronic and Asset Management System (ITEAMS).

Contractor will coordinate with ITEAMS inventory staff to ensure their TB orders comply with best practices.

Contractor shall perform these tasks no later than the seventh working day of the month, using the DSHS-designated electronic management system and procedures established by the TB Branch. Products that have not been used in six (6) months, or will not be used in six (6) months shall be returned to DSHS Pharmacy or transferred to another TB program where the demand may be greater and recorded in ITEAMS. All DSHS-purchased medications shall be stored properly and securely, in accordance with manufacturer's instructions (refer to TB Work Plan, Section V).

Contractor shall obtain a TB expert physician consultation and approval from the TB Branch prior to ordering the following second-line medications:

- Injectable Agents: capreomycin, kanamycin, amikacin, streptomycin;
- Fluoroquinolones: levofloxacin (Levoquin), ciprofloxacin, moxifloxacin, ofloxacin;
- Bacteriostatic Agents: ethionamide, para-aminosalicylic acid, cycloserine; and
- Other Agents: clofazamine, linezolid, bedaquiline, clarithromycin, amoxicillin.

Contractor may distribute Purified Protein Derivative (PPD) and syringes for TB skin testing to correctional facilities that meet Texas Health and Safety Code, Chapter 89 requirements. Contractor shall monitor distribution of these items in accordance with screening activities submitted on the correctional monthly report.

D. USE OF INTERFERON GAMMA RELEASE ASSAY TESTS:

Contractor shall:

1. Perform tuberculosis screenings using DSHS-supplied interferon gamma release assays (IGRA) specifically T-SPOT®.TB or QuantiFERON®–TB Gold in-tube tests for the following populations in accordance with DSHS-approved age requirements:
 - a. TB suspects;
 - b. TB cases;
 - c. Contacts to TB suspects and cases – Consultation with the TB Branch is required for contact investigations in which 50 or more persons are targeted for screening;
 - d. Targeted testing except screening in correctional facilities – Monthly screening reports shall be submitted in accordance with reporting schedule; and
 - e. Routine screening of employees providing TB services.

2.IGRA testing products/supplies supported by DSHS funds shall not be provided to any organization or establishment without documented approval from the TB Branch.

E. CONDUCT SURVEILLANCE:

Contractor shall:

- 1.Contact providers that deliver TB care to at-risk populations within Contractor's service area to obtain data of unreported cases (refer to TB Work Plan, Section VIII, B);
- 2.Submit Surveillance Quality Assurance Template via the Public Health Information Network (PHIN) to the Surveillance Branch (refer to TB Work Plan, Section VIII, A);
- 3.Identify high risk groups and congregate settings for which testing for TB infection (TBI) and disease are justified. The goal for target testing is to identify, evaluate, and treat persons who are at high risk for TB infection or at high risk for developing TB disease, once infected with *M. tuberculosis* (refer to TB Work Plan, Section VIII, B).

F. REPORTING:

Contractor shall:

- 1.Provide a complete and accurate Annual Progress Report covering the period from January to December 2015, in the format provided by DSHS, demonstrating compliance with requirements of the Program Attachments during that time period. The report shall include, but not limited to, a detailed analysis of performance related to the performance measures (see Section II FY16 Performance Measures).

The Contractor's Annual Progress Report shall not be combined with another Contractor's or health service region's Annual Progress Report. The report is due March 15, 2016, and shall be sent to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us (refer to TB Work Plan, Section IX, O). Any individual-level patient data must be sent via the PHIN. Contractors can mail the Annual Progress Report to their DSHS Health Service Region (HSR) thereby authorizing them to submit the report on their behalf. If the Contractor sends the report to a DSHS HSR, the deadline for submission to the TB Branch remains unchanged;

- 2.Ensure designated reports for Cases, Suspects and Contact Investigations are submitted by established deadlines and schedules using DSHS-approved mechanisms (refer to TB Work Plan, Section IX);

- 3.Submit monthly correctional TB screening reports from those jails and community corrections under Texas Health and Safety Code Chapter 89 Requirements (refer to TB Work Plan, Section IX, N);

- 4.Submit completed Cohort Review documents for the appropriate cohort year and quarter to the TB Branch via the PHIN (refer to TB Work Plan, Section IX, P);

- 5.Submit completed Incident Report(s) and weekly written updates for media sensitive situations and or large contact investigations (= 50 contacts, or in a school = 25 contacts) are sent to the TB Branch via the PHIN (refer to TB Work Plan, Section IX, Q);

- 6.Conduct DGMQ airline contact investigations and report to the TB Branch (refer to TB Work Plan, Section IX, R); and

- 7.Submit a Report of Adverse Drug Reaction to the TB Branch Nurse Case Manager Consultant (or designee), if a TB Suspect or Case dies or is hospitalized due to an adverse drug reaction (refer to TB

G. MAINTAIN A COMPETENT WORKFORCE:

Contractor shall provide professional education, training and orientation for new TB program staff and continuing education for current TB program staff to include: physicians, nurses, contact investigators, outreach workers, case registry staff, receptionists, epidemiologists, and other support staff (refer to TB Work Plan, Section XI).

Within 90 days of employment, all newly hired employees shall complete 40 hours of required TB training specific to their duties and responsibilities. Refer to the TB Work Plan for required trainings for newly hired employees. Each year, employees providing TB services shall receive 16 hours of continuing education or training relevant to their position.

Documentation of all training (including the name of staff person, job title, hours received, course name, and date of course) shall be retained for each employee who delivers TB services and made available upon request by the TB Branch and listed in detail in the Accomplishments section of the Annual Progress Report (refer to TB Work Plan, Section XI, C).

Contractor shall provide to the TB Branch, "Notice of Change in TB Personnel" form no later than the 5th day of each month (see Attachment A).

Contractor's case registry staff shall attend annual medical records conference and workshop to obtain the latest records management procedures.

By October 14th of each year, Contractor shall submit documents demonstrating acknowledgment of jurisdictional TB policies and procedures by TB personnel. Orders and procedures are to be reviewed and signed at least annually by all employees delivering TB clinical (registered nurses, licensed vocational nurses, and non-licensed staff) or data services (epidemiologists, case registrars, etc.). Each Contractor shall send the following documents to the TB Branch via the PHIN; Nurse Admin folder:

1. Copy of fully signed TB Policies and Procedures signature page, and
2. Copy of table of contents listing all enacted TB policies and procedures with the period of time the policies and procedures are valid.

H. INITIATE AND MAINTAIN AUDITING AND QUALITY ASSURANCE PRACTICES:

Contractor must ensure that appropriate clinical and reporting standards are adequately maintained for audit activities (refer to TB Work Plan, Section XVI).

Contractors are subject to audits, desktop reviews and site visits at the discretion of DSHS.

SECTION II: FY16 PERFORMANCE MEASURES:

The following 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 (refer to TB Work Plan, Section XVI):

1. 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

reporting schedule provided in Section 1, B herein.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 82.9% is required.

If fewer than 82.9% 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;

2.Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Directly Observed Therapy (DOT).

For FY16 reporting, data will cover all cases from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 91.6% is required.

If data indicates a compliance percentage for this Performance Measure of less than 91.6%, 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.Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 93.4% is required.

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;

4.Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum acid-fast bacilli (AFB)-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 91.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 91.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

5.Newly-reported cases of TB with AFB positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014-12/31/2014). A compliance percentage of not less than 47% is required.

If data indicates a compliance percentage 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;

6. 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 meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a

positive blood culture for TB.

For FY16 reporting, data will cover all cases from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 87% is required.

If data indicates a compliance percentage 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;

7. Increase the proportion of culture-confirmed TB cases with a genotyping result reported.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 94.2% is required.

If data indicates a compliance percentage for this Performance Measure of less than 94.2%, 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. 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.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 97.8% is required.

If data indicates a compliance percentage 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;

9. 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.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 92% is required.

If data indicates a compliance percentage for this Performance Measure of less than 92%, 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. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TBI and disease.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 82.5% is required.

If data indicates a compliance percentage 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;

11. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with TBI shall be started on timely and appropriate treatment.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 70% is required.

If data indicates a compliance percentage 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;

12. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with TBI and that were started on treatment shall complete treatment for TBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000; according to timelines given, therein.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 50% is required.

If data indicates a compliance percentage 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;

13. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate a medical evaluation within 30 days of arrival. Arrival is defined as the first notice or report; whether that is by fax, phone call, visit to the health department or EDN notification.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 62% is required.

If data indicates a compliance percentage for this Performance Measure of less than 62%, 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, increase the proportion who initiate and complete a medical evaluation within 90 days of arrival.

For FY16 reporting data will be drawn from calendar year 2015 (1/1/2015-12/31/2015). A compliance percentage of not less than 45% is required.

If data indicates a compliance percentage for this Performance Measure of less than 45%, 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 TBI during evaluation in the US, increase the proportion who start treatment.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 64% is required.

If data indicates a compliance percentage for this Performance Measure of less than 64%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; and

16. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with TBI during evaluation in the US and started on treatment, increase the proportion who complete TBI treatment.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 70% is required.

If data indicates a compliance percentage 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.

Contractor shall maintain documentation used to calculate performance measures as required by General Provisions Article VIII "Records Retention" and by Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding retention of medical records.

All reporting to DSHS shall be completed as described in Section I, "D. Reporting" and submitted by the deadlines given.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the Annual Progress Report, due March 15, 2016, a written narrative explaining the barriers and the plan to address those barriers. 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.

SECTION III: 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 can be mailed, faxed or sent via e-mail:

Claims Processing Unit, MC 1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us and to CMU.invoices@dshs.state.ts.us.

8. Service Area

Hidalgo County

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10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00061

FY14 TB State

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2016

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

STATE

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Annual Report	Annually	January 1, 2015	December 31, 2015	March 15, 2016
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	September 1, 2015	November 30, 2015	December 31, 2015
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	December 1, 2015	February 29, 2016	March 31, 2016
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	March 1, 2016	May 31, 2016	June 30, 2016
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	June 1, 2016	August 31, 2016	October 17, 2016

Submission Instructions:

Annual Report: Submit program reports to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us.

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

The fax number is (512) 776-7442. The email address is invoices@dshs.state.tx.us

16. Special Provisions

SECTION IV: FY16 SPECIAL PROVISIONS:

General Provisions, ARTICLE VII CONFIDENTIALITY, Section 7.03 Exchange of client-identifying information, is revised to include the following:

Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf; however, DSHS may require Contractor, or any subcontractor, to timely transfer a client or patient record to DSHS if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient, or is otherwise provided by law.

DSHS shall have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, DSHS shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

General Provisions, Article XXIII, Program Funds and Payment, Section 23.04 Nonsupplanting, is revised to include the following:

Funding from this Contract shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Contract) 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' share set out in SECTION VII. BUDGET, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Contract.

All revenues directly generated by this Contract or earned as a result of this Contract during the term of this Contract are considered program income; including income generated through Medicaid billings for TB related clinic services. Contractor may use the program income to further the scope of work detailed in this Contract, 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 Provision, ARTICLE XIV, General Terms, Section 14.12, Amendment is revised 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) 2016-001417-00
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budget
- d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding
Accountability and Transparency Act (FFATA) Certification
- e. Exhibits PERSONNEL FORM

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,

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 78756-4204
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

Program ID: TB/PC-STATE

Contract Number: 2016-001417-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$445,483.00	\$88,988.00	\$0.00	\$534,471.00
Fringe Benefits	\$159,839.00	\$31,929.00	\$0.00	\$191,768.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$239.00	\$195.00	\$0.00	\$434.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$605,561.00	\$121,112.00	\$0.00	\$726,673.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$605,561.00	\$121,112.00	\$0.00	\$726,673.00

PERSONNEL FORM

Organization Name: Hidalgo County

Contract Number: 2016-001417-00

Program ID: TB/PC-STATE

Contract Term: 09/01/2015 - 08/31/2016

Program Name: Tuberculosis Prevention and Control

Tuberculosis and Refugee Health Services Branch

NOTICE OF CHANGE in TB PERSONNEL

(To be completed only when there is a change in personnel)

Submit no later than the 5th day of each month

Submit to Staff Services Officer: Lara.Miller@dshs.state.tx.us

Month / Year _____

Local Health Department/Health Service Region _____

Contact Person _____

Phone Number _____

Check all that apply:

_____ NEW HIRE

_____ NAME CHANGE

_____ NEW FTE

_____ TRANSFER

_____ PROMOTION

_____ RESIGNATION

_____ RECLASSIFICATION

_____ RETIREMENT

_____ TERMINATION

_____ OTHER (SPECIFY) _____

PERSONNEL INFORMATION

Name as Listed on Payroll _____

Supervisor _____

Work Location _____

Phone & Phone Extension _____

Position Title _____

Effective Date _____

New Base Salary _____

Last Physical Day on Duty _____

Summary of Duties _____

Percent Paid by State Funds _____

Percent Paid by Federal Funds _____

Percent Paid by Neither State nor Federal Funds _____



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CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2016-001417-00

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

Applicable Non-Applicable

Signature of Authorized Individual

Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
	General Provisions			
	Contract Print			



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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	MailCode	060	
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 Eufracio

Email*

ray.eufracio@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