

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-001400-00**



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 \$437,771.00.

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 01/01/2016 and ends on 12/31/2016. 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-FED Tuberculosis Prevention and Control-Federal

7. Statement of Work:

SECTION I: FY16 FRAMEWORK FOR DELIVERY OF TUBERCULOSIS SERVICES:

The Statement of Work provides the framework to deliver tuberculosis (TB) services within federal funding parameters.

A. PROVISION OF SERVICES:

Contractor will develop and provide services and associated activities for the prevention and control of TB in accordance with federal funding requirements.

Contractor will perform activities in the Service Area designated in the most recent version of Section 8. "Service Area" of this Contract.

Contractor will provide these services in compliance with the following:

1. All TB and Refugee Health Service Branch (TB Branch) standards and policies on TexasTB.org;
2. DSHS Tuberculosis Work Plan, <http://www.dshs.state.tx.us/idcu/disease/tb/policies/>;
3. 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>;
4. 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>;
5. 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>;
6. 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>;
7. Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005, <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm>;
8. 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
9. Tuberculosis Surveillance Data Training Report of Verified Case of Tuberculosis (RVCT) Instruction Manual, <http://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf>.

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

1. Tuberculosis Code, Texas Statutes, Health and Safety Code, Chapter 13, Subchapter B;
2. Communicable Disease Prevention and Control Act, Texas Statutes, Health and Safety Code, Chapter 81;
3. Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Texas Statutes, Health and Safety Code, Chapter 89;
4. Control of Communicable Diseases, Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A;
5. Tuberculosis Screening for Jails and Other Correctional Facilities, Texas Administrative Code (TAC), Title 25, Part 1, Chapter 97, Subchapter H; and
6. Retention of Medical Records, General Provisions Article VIII "Records Retention" and by Texas

Contractor will perform all activities under this Contract in accordance with the most current version of the Tuberculosis Work Plan, detailed budget as approved by DSHS, and all applicable state laws, regulations, standards, and guidelines. Contractor must receive written approval from DSHS before varying from applicable procedures in the Tuberculosis Work Plan. If approval is provided, the Contractor will 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 will 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.

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>.

B. USE OF FUNDS:

Contractor will 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 will provide a cash match of no less than 20% of the DSHS share of the total budget reflected in the Program Attachment. Contractor will provide a cash 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 may use federal funds under this contract to support core TB control front-line activities:

1. Directly observed therapy (DOT);
2. Out-patient services (tuberculin skin testing, chest radiography, medical evaluation, treatment);
3. Contact Investigations;
4. Contact Reviews;
5. Surveillance;
6. Reporting;
7. Data analyses;
8. Cluster investigations; and
9. Provider Education.

Contractor may not use federal funds for:

1. Medication purchases;
2. In-patient clinical care (hospitalization services);
3. Entertainment;
4. Furniture, equipment; or
5. Sectarian worship, instruction, or proselytization.

Contractor will:

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 will include costs to cover required TB trainings and continuing education training.

C. CONDUCT SURVEILLANCE:

Contractor will:

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 IX);
2. Submit Surveillance Quality Assurance Template via the PHIN to the Surveillance Branch (refer to TB Work Plan, Section IX); and
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 IX).

D. REPORTING:

Contractor will:

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

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 X);

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 X);

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 TB Branch via PHIN (refer to TB Work Plan, Section X);

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

E. MAINTAIN A COMPETENT WORKFORCE:

Contractor will 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 XII).

Within 90 days of employment, all newly hired employees will complete 40 hours of TB training specific to their duties and responsibilities, as specified in the TB Work Plan. Each year, Contractor must ensure that its employees providing TB services receive 16 hours of continuing education or training relevant to their position.

Documentation of all training, including the name of employee, job title, hours of training received, course name, and date of course, shall be retained for each employee who delivers TB services and this information will be made available to DSHS upon request by the TB Branch. The training documentation described above will be listed in detail in the Accomplishments section of the Annual Progress Report (refer to TB Work Plan, Section XII).

Contractor will submit a "Notice of Change in TB Personnel" form (Exhibit A) to the DSHS TB Branch no later than the 5th day of each month (see attachment) following a new hire for the Contractor's TB Program.

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

By October 14, 2016, Contractor will submit documents demonstrating its TB employee's acknowledgment of jurisdictional TB policies and procedures. Contractor's orders and procedures are to be reviewed and signed at least annually by all employees delivering TB clinical or data services. Each Contractor will send the following documents to the TB Branch via the PHIN; Nurse Admin folder:

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

F. INITIATE AND MAINTAIN AUDITING AND QUALITY ASSURANCE PRACTICES:

Contractor must ensure that clinical and reporting standards are maintained for audit activities in accordance with Section XVI of the TB Work Plan. Contractors will fully cooperate with any DSHS audits, desktop reviews and site visits.

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 in accordance with Section XVII of the TB Work Plan.:

1. Newly-reported TB cases will have an HIV test performed unless the patient is known to be HIV-positive or if the patient refuses. Contractor will report positive or negative HIV test results to DSHS according to the reporting schedule provided in Section 1, D 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 Contractor to take additional measures to improve performance, on a timeline set by DSHS;

2. Cases, and suspected cases, of TB under treatment by Contractor will 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 performance, on a timeline set by DSHS;

3. Newly-reported suspected cases of TB disease will 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 performance, 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 will 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 performance, 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 performance, on a timeline set by DSHS;

6. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months will 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 performance, 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 performance, on a timeline set by DSHS;

8. TB cases with initial cultures positive for Mycobacterium tuberculosis complex will 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 performance, on a timeline set by DSHS;

9. Newly-reported TB patients with a positive AFB sputum-smear result will 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 will be evaluated for TB infection 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 performance, 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 will 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 performance, 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 will 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 performance, 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 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 performance, 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 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 performance, 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 performance, 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 performance, on a timeline set by DSHS.

Contractor will maintain documentation used to calculate performance measures as otherwise required by this Contract and by 22 Tex. Admin. Code § 165.1.

All reporting to DSHS will 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 will furnish in the Annual Progress Report a written narrative explaining the reasons for the failure and Contractor's plan to prevent future failures. 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 will 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

Fax: (512) 776-7742

E-mail: invoices@dshs.state.tx.us

A copy of the invoice must also be sent via email to: CMU.invoices@dshs.state.tx.us and
TBcontractingreporting@dshs.state.tx.us

8. Service Area

Hidalgo County

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: 4 Date Renewals Expire: 12/31/2020

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.116

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Narrative Report	Annually	January 1, 2015	December 31, 2015	March 15, 2017
Financial Status Reports (FSRs) & Match	Quarterly	January 1, 2016	March 31, 2016	April 29, 2016
Reimbursement/Certification Forms (B-13As)				
Financial Status Reports (FSRs) & Match	Quarterly	April 1, 2016	June 30, 2016	July 29, 2016
Reimbursement/Certification Forms (B-13As)				
Financial Status Reports (FSRs) & Match	Quarterly	July 1, 2016	September 30, 2016	October 31, 2016
Reimbursement/Certification Forms (B-13As)				
Financial Status Reports (FSRs) & Match	Quarterly	October 1, 2016	December 31, 2016	February 15, 2017
Reimbursement/Certification Forms (B-13As)				

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

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

Neither Contractor, nor any subcontractor, will 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 will 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 will 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 III SERVICES, Section 3.02 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 will 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 will 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 will notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, ARTICLE XXIII PROGRAM FUNDS AND PAYMENTS, Section 23.04 Nonsupplanting, is revised to include the following:

Funding from this Renewal Program Attachment will 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 will use such funds to increase state or local funds currently available for a particular activity. Contractor will 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 will 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 will 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 XIV GENERAL TERMS, Section 14.12 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) 2016-001400-00
- 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 Exhibit A - Notice of Change in TB Personnel

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-FED

Contract Number: 2016-001400-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$304,133.00	\$63,881.00	\$0.00	\$368,014.00
Fringe Benefits	\$111,282.00	\$23,374.00	\$0.00	\$134,656.00
Travel	\$5,073.00	\$0.00	\$0.00	\$5,073.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$14,133.00	\$299.00	\$0.00	\$14,432.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$3,150.00	\$0.00	\$0.00	\$3,150.00
Total Direct Costs	\$437,771.00	\$87,554.00	\$0.00	\$525,325.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$437,771.00	\$87,554.00	\$0.00	\$525,325.00

Exhibit A - Notice of Change in TB Personnel

Organization Name: Hidalgo County

Contract Number: 2016-001400-00

Program ID: TB/PC-FED

Contract Term: 01/01/2016 - 12/31/2016

Program Name: Tuberculosis Prevention and Control

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 TB Funds _____

Percent Paid by Federal TB Funds _____

Percent Not Paid by State and Federal TB Funds _____



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Document Information: [DCPS-2016-TB/PC-FED-00019](#)

Parent Information: [DCPS-2015-TB/PC-FED-00021](#)

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CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2016-001400-00

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:

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	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
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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*
 Email*
 Telephone*

FFATA Contact Person #2

Name*
 Email*
 Telephone*

As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and