



TEXAS
Health and Human
Services

Texas Department of State Health Services

Jennifer A. Shuford, M.D., M.P.H.
Commissioner

The Honorable KP George, County Judge
Fort Bend County
301 Jackson Street
Richmond, Texas 77469

Subject: Tuberculosis Prevention and Control Contract
Contract Number: HHS001437400001
Contract Amount: \$343,249.00
Contract Term: September 1, 2024 – August 31, 2025

Dear Judge George:

Enclosed is the Tuberculosis (TB) Prevention and Control contract between the Department of State Health Services and Fort Bend County.

The purpose of this contract is to use state funds, federal funds, and the Grantee's match funds to support TB prevention and control services in the Grantee's jurisdiction.

Please let me know if you have any questions or need additional information.

Sincerely,

Lauren Miller
Contract Manager
(512) 771-9814
lauren.miller@dshs.texas.gov

INTERLOCAL COOPERATION CONTRACT
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001437400001
TUBERCULOSIS PREVENTION AND CONTROL COMBINED – STATE AND FEDERAL
GRANT PROGRAM

THE DEPARTMENT OF STATE HEALTH SERVICES (“System Agency” or “DSHS”) and FORT BEND COUNTY (“Local Government” or “Grantee”), each a “Party” and collectively the “Parties,” enter into the following contract to provide federal and state funding for Tuberculosis Prevention and Control services (the “Contract”) pursuant to the provisions of the “Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code.

I. PARTIES

System Agency

Department of State Health Services
Attention: Lauren Miller
1100 W. 49th Street, MC 1990
Austin, Texas 78756
Lauren.miller@dshs.texas.gov

Local Government

Fort Bend County
Attention: Judge KP George
301 Jackson Street
Richmond, Texas 77469
County.Judge@fortbendcountytexas.gov

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in **Attachment A – Statement of Work**.

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on September 1, 2024, or the signature date of the latter of the Parties to sign this Contract, whichever is later, and terminates on August 31, 2025, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract.

The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties. The Contract may be renewed for up to four (4) additional one-year periods, with renewal initiated at the sole discretion of System Agency. Continued funding of the Contract in future years is contingent upon the availability of funds and the satisfactory performance of the Local Government during the prior Contract period. Funding may vary and is subject to change each renewal period. Reimbursement will only be made for those allowable expenses that occur within the term of the Contract.

IV. AMENDMENT

The Parties to this Contract may modify this Contract only through the execution of a written amendment signed by both Parties.

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total Federal amount of this Contract will not exceed \$122,299.00. This includes System Agency's Federal share of \$101,916.00 and Grantee's required Federal match amount of \$20,383.00.

The total State amount of this Contract will not exceed \$220,950.00. This includes System Agency's State share of \$184,125.00 and Grantee's required State match amount of \$36,825.00.

The total amount of this Contract will not exceed \$343,249.00.

All expenditures under this Contract will be in accordance with **Attachment B, FY25 Budget**.

VI. ADDITIONAL GRANT INFORMATION

GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: MJG8N8EPN2L3

Federal funding under this Contract is a subaward under the following federal award. In accordance with 2 CFR 200.332(A), any of the following information that is not available at the time of Contract execution will be provided via email once available.

Federal Award Identification Number (FAIN): NU52PS910188

Assistance Listings Title, Number, and Dollar Amount: Project Grants and Cooperative Agreement for Tuberculosis Control Programs, 93.116, \$38,135,656.00

A. Federal Award Date: 04/05/2024

B. Federal Award Period: 1/1/2020 – 12/31/2024

C. Name of Federal Awarding Agency: Centers for Disease Control and Prevention

D. Federal Award Project Description: Tuberculosis Elimination and Laboratory Cooperative Agreement – Prevention & Control

E. Awarding Official Contact Information: Mrs. Shanica Railey, Project Officer, CDC/NCHHSTP/DTBE; Email: iom5@cdc.gov; Tel: 404-718-3149

F. Total Amount of Federal Funds Awarded to System Agency: \$38,135,656.00.

G. Amount of Funds Awarded to Grantee: \$343,249.00

H. Identification of Whether the Award is for Research and Development: No

VII. LEGAL NOTICES

Legal Notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Department of State Health Services
1100 W. 49th Street, MC 1919, M526
Austin, Texas 78756
Attention: General Counsel

With a copy to:
Health and Human Services Commission

Attn: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

Local Government

Fort Bend County
301 Jackson Street
Richmond, Texas 77469
Attention: Judge KP George

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

VIII. CERTIFICATIONS

The undersigned contracting Parties certify that:

- (1) The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- (2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract;
- (3) The proposed arrangements serve the interest of efficient and economical administration of state government; and
- (4) The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

The System Agency further certifies that it has statutory authority to contract for the services described in this Contract under Texas Health and Safety Code Chapter 12 or 1001.

IX. INCORPORATION OF ATTACHMENTS

The following attached documents are hereby fully incorporated into the Contract:

- **ATTACHMENT A: STATEMENT OF WORK;**
- **ATTACHMENT B: FY25 BUDGET;**
- **ATTACHMENT C: UNIFORM TERMS AND CONDITIONS—GRANT, VERSION 3.3 (NOVEMBER 2023);**
- **ATTACHMENT D: CONTRACT AFFIRMATIONS, VERSION 2.3 (AUGUST 2023);**
- **ATTACHMENT E: DATA USE AGREEMENT—LOCAL CITY AND COUNTY ENTITIES (OCTOBER 23, 2019);**
- **ATTACHMENT F: FEDERAL ASSURANCES (NON-CONSTRUCTION PROGRAMS);**
and
- **ATTACHMENT G: FFATA CERTIFICATION FORM.**

SIGNATURE PAGE FOLLOWS.

**SIGNATURE PAGE FOR
SYSTEM AGENCY CONTRACT No. HHS001437400001**

DEPARTMENT OF STATE HEALTH SERVICES

FORT BEND COUNTY

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

ATTACHMENTS FOLLOW.

ATTACHMENT A STATEMENT OF WORK

I. Grantee Responsibilities

Grantee will:

- A.** Establish 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.
- B.** Comply with all applicable federal and state statutes and regulations, policies, and guidelines, as revised.
- C.** Comply with the most current version of the DSHS Tuberculosis Work Plan that is currently available online and can be accessed at:
<https://www.dshs.texas.gov/disease/tb/programs.shtm#workplan>.
- D.** Provide matching funds of no less than **20%** of the total budget reflected in the Contract.
- E.** Provide match at the required percentage or DSHS may withhold payments, use administrative offsets, or request a refund from Grantee 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.
- F.** Ensure no DSHS funds or matching funds are used for:
 - 1. Entertainment, or
 - 2. Sectarian worship, instruction, or proselytization.
- G.** Not lapse more than **1%** of the total funded amount on both state and federal funds of the Contract. During the term of this Contract, DSHS reserves the right to decrease funding amounts as a result of the Grantee's budgetary shortfalls and/or due to the Grantee lapsing more than **1%** of total funds.
- H.** Maintain and adjust the spending plan throughout the Contract term to avoid lapsing funds.
- I.** Maintain staffing levels to meet required activities of the Contract and to ensure all funds in the personnel category are expended.
- J.** Agree to read the Texas Grant Management Standards (TxGMS), which is currently available online and can be accessed at: <https://comptroller.texas.gov/purchasing/grant-management/>, and work with DSHS staff regarding the management of funds received under this Contract.
- K.** Enter all collected TB information into the DSHS-designated state TB information system, including all data fields on the Report of Verified Case of Tuberculosis (TB340), any

laboratory results received locally, and any additional clinical information, according to documented timelines and specifications. Data entered into DSHS data systems will be considered submitted to DSHS.

II. Federal Requirements

Grantee will use federal funds under this Contract to support any of the following core TB control front-line activities:

1. Directly observed therapy (DOT);
2. Outpatient services (tuberculin skin testing, chest radiography, medical evaluation, treatment);
3. Class B immigrant evaluation and treatment;
4. Contact Investigation, evaluation and treatment;
5. Cohort Review;
6. Surveillance;
7. Reporting;
8. Data analyses;
9. Cluster investigations;
10. Provider education and training; and
11. Patient incentives.

Grantee will ensure **no** federal funds or matching funds are used for:

1. Medication purchases
2. Inpatient clinical care (hospitalization services or clinical services)
3. Entertainment
4. Furniture
5. Equipment
6. Sectarian worship, instruction, or proselytization

III. Performance Measures

DSHS will monitor the Grantee's performance of the requirements set forth within the Statement of Work (**Attachment A**) and compliance with the Contract's terms and conditions.

If Grantee fails to meet any of the performance measures, Grantee will respond to any finding in 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.

IV. Invoice and Payment

- A.** Grantee will request payments using the State of Texas Purchase Voucher (FormB-13) located at <http://www.dshs.texas.gov/grants/forms/b13form.doc>. The voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940

1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

- B.** Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in **Attachment B** of this Contract.
- C.** Support documents must align with the approved budget in all cost categories.
- D.** Grantee must submit final Financial Status Report (FSR) and final reimbursement or payment request no later than thirty (30) calendar days following the end of the Contract term.

V. Programmatic Reporting Requirements

Report Name	Frequency	Period Begin	Period End	Due Date
Annual Progress Report	Annually	Sept. 1, 2024	August 31, 2025	April 1, 2025
Financial Status Report (FSR)	Biannually	Sept. 1, 2024	Feb. 28, 2025	March 31, 2025
FSR	Biannually	March 1, 2025	August 31, 2025	September 30, 2025
Final Quarter-Match Reimbursement / Certification Form ("Form B-13A")	Annually	June 1, 2025	August 31, 2025	September 30, 2025

Cohort Review Periods and Submission Schedule	
Cohort period cases counted in:	Are reviewed and reported by:
First quarter (Jan 1 – Mar 31) current year	Mar 31 of the following year
Second quarter (Apr 1 – Jun 30) current year	Jun 30 of the following year
Third quarter (Jul 1 – Sep 30) current year	Sep 30 of the following year
Fourth quarter (Oct 1 – Dec 31) current year	Dec 31 of the following year

Submission Instructions:

Annual Report: Submit program reports to the TB Reporting Mailbox:
TBContractReporting@dshs.texas.gov

Financial Reports (FSRs, B-13s, and B-13A)

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street

P.O. Box 149347

Austin, Texas 78714-9347

Fax: (512) 458-7442

Email: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

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ATTACHMENT B
FY25 BUDGET

Budget FY25			
Budget Category	DSHS Funds	Cash Match	Category Total
Personnel	\$156,832.00	\$57,208.00	\$214,040.00
Fringe Benefits	\$87,555.00	\$0.00	\$87,555.00
Travel	\$4,930.00	\$0.00	\$4,930.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$10,519.00	\$0.00	\$10,519.00
Contractual	\$26,205.00	\$0.00	\$26,205.00
Other	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$286,041.00	\$57,208.00	\$343,249.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals:	\$286,041.00	\$57,208.00	\$343,249.00