

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2011-035611 (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 FORT BEND COUNTY CLINICAL HEALTH SERVICES (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$34,681.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 09/01/2010 and ends on 08/31/2011. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:

- a. Core Contract (this document)
- b. Program Attachments:

2011-035611-001 RLSS-LOCAL PUBLIC HEALTH SYSTEM

- c. General Provisions (Sub-recipient)
- d. Solicitation Document(s). N/A
- e. Contractor's response(s) to the Solicitation Document(s). N/A
- f. Exhibits attached.

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: FORT BEND COUNTY
Address: 301 JACKSON ST STE 533
RICHMOND, TX 77469-3108
Vendor Identification Number [REDACTED]

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

By: _____
Signature of Authorized Official

Date

Bob Burnette, C.P.M., CTPM

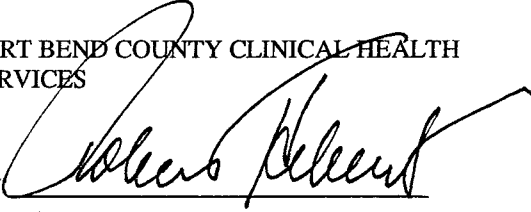
Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

FORT BEND COUNTY CLINICAL HEALTH SERVICES

By: 
Signature

July 27, 2010

Date

Date

Robert E. Hebert, County Judge
Printed Name and Title

4520 Reading Road, Suite A.
Address

Rosenberg, Texas 77471
City, State, Zip

281.238.3548

Telephone Number

Telephone Number

drakenan@co.fort-bend.tx.us
E-mail Address for Official Correspondence

DOCUMENT NO. 2011-035611-
ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000363927

CONTRACTOR: FORT BEND COUNTY CLINICAL HEALTH SERVICES

DSHS PROGRAM: RLSS-LOCAL PUBLIC HEALTH SYSTEM

TERM: 09/01/2010 THRU: 08/31/2011

SECTION I. SCOPE OF WORK:

CONTRACTOR shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this contract Attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

CONTRACTOR shall comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
- Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".

CONTRACTOR shall not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

CONTRACTOR shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

DSHS shall inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this contract Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

SECTION II. PERFORMANCE MEASURES

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY11 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit A.

CONTRACTOR shall provide activities and services as submitted by CONTRACTOR in the following county(ies)/area: Fort Bend

SECTION III. SOLICITATION DOCUMENT: Exempt – Governmental Entity

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Cost Reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and include acceptable supporting documentation of the required services/deliverables if indicated in the attached Exhibit A. Vouchers and supporting documentation can be faxed to Claims Processing Unit at (512) 458-7442. The email address is invoices@dshs.state.tx.us.

Invoices and supporting documentation shall be submitted to the following address:

Department of State Health Services
Fiscal Claims Processing Unit
P.O. Box 149347, MC 1940
Austin, Texas 78714-9147

SECTION VII. BUDGET:

SOURCE OF FUNDS: State and CFDA#93.991

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, Section **1.03 Reporting** Article, are revised to include the following paragraph:

Contractor shall submit quarterly and final performance reports that describe progress toward achieving the objectives contained in approved Contractor's Service Delivery Plan and any written revisions. Contractor shall submit the performance reports by the end of the month following the end of each quarter, in a format to be provided by DSHS. Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department. Reports should be sent electronically to: LocalPHTeam@dshs.state.tx.us or by facsimile to 512-458-7154. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director. The report signature page should be sent via mail to:

DSHS Regional and Local Health Services
Attn: Local Services Team
1100 West 49th Street
P.O. BOX 149347 MC1908
Austin, Texas, 78714-9347.

General Provisions, Section **4.05 Financial Status Reports (FSRs)**. Article is revised to include the following paragraph:

Contractor shall submit a copy of the quarterly FSRs to the Contract Management Unit in addition to Accounts Payable by the thirtieth calendar day of the month following the end of each quarter of the Program Attachment term for Program review. Reports should be sent electronically to: LocalPHTeam@dshs.state.tx.us, or may be sent via mail to DSHS Regional and Local Health Services – MC 1908, Attn: Local Services Team, 1100 West 49th Street, Austin, Texas, 78756, or by facsimile to 512-458-7154.

General Provisions, Section 12.01 **Responsibilities and Restrictions Concerning Governing Board, Officers and Employees**, is not applicable to this program Attachment.

EXHIBIT A

Texas Department of State Health Services Local Health Department: Fort Bend County Clinical Health Services FY 2011 Request for Local Public Health Services Funds Project Service Delivery Plan

Contract Term: September 1, 2010 through August 31, 2011

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

Public Health Issue: <i>Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.</i> Fort Bend County has a growing population, topping half a million by latest estimates. This growth is bringing an ever increasing number of medical facilities and practitioners. Encouraging timely, complete and accurate reporting of reportable conditions, in order to monitor the health of the community and identify health problems that could be addressed, is an increasing burden to the staff of clinical Health Services.
Essential Public Health Service(s): <i>List the EPHS(s) that will be provided or supported with LPHS Contract funds</i> (A) monitor the notifiable conditions present in the community in order to identify community health problems and provide information needed to determine potential public health interventions
Objective(s): <i>List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)</i> Enter complete information on notifiable conditions into the Texas Department of State Health Services NEDSS system

<p>Performance Measure: <i>List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.</i></p> <p>A report of all communicable diseases reported to the Texas Department of State Health Services during the grant period will be made. This report will include measures taken to ensure completeness and accuracy of reporting.</p>		
<p>Activities <i>List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.</i></p>	<p>Evaluation and Improvement Plan <i>List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.</i></p>	<p>Deliverable <i>Describe the tangible evidence that the activity was completed.</i></p>
<ol style="list-style-type: none"> 1. Enter all reported cases into the NEDSS system for reporting to the Texas Department of State Health Services. 2. Contact area physicians to obtain information to complete investigations and reports. 3. Outreach to physicians and other medical providers to inform about and encourage reporting of notifiable diseases. 4. Participate with DSHS in an MRSA reporting pilot 	<p>Activities under this program will be guided by the Texas Administrative Code, Title 25: Health Services, Part 1: Department of State Health Services, Chapter 97: Communicable Diseases, Subchapter A: Control of Communicable Diseases, Rule§97.6: Reporting and Other Duties of Local Health Authorities and Regional Directors.</p>	<ol style="list-style-type: none"> 1. Database of notifiable conditions in the NEDSS system. 2. Report from the MRSA pilot 3. Report to local ICPS regarding communicable disease in the community.

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Categorical Budget:

PERSONNEL	\$25,480.00
FRINGE BENEFITS	\$4,969.00
TRAVEL	\$1,644.00
EQUIPMENT	\$0.00
SUPPLIES	\$2,588.00
CONTRACTUAL	\$0.00
OTHER	\$0.00
TOTAL DIRECT CHARGES	\$34,681.00
INDIRECT CHARGES	\$0.00
TOTAL	\$34,681.00
DSHS SHARE	\$34,681.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$34,681.00

Financial status reports are due: 12/30/2010, 03/30/2011, 06/30/2011, 10/31/2011