

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2011-035287 (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 \$155,593.00, 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:

2011-035287-001 Tuberculosis Prevention and Control - State
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

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

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: FORT BEND COUNTY AUDITOR 301 JACKSON ST STE 533
RICHMOND, TX 77469-3108
Vendor Identification Number: 17460019692047

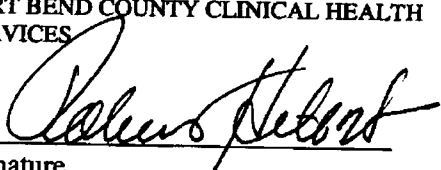
9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

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

FORT BEND COUNTY CLINICAL HEALTH SERVICES

By: _____
Signature of Authorized Official

By: 
Signature

Date

August 24, 2010
Date

Bob Burnette, C.P.M., CTPM

Robert Hebert, County Judge

Printed Name and Title

Director, Client Services Contracting Unit

4520 Reading Road, Suite A.

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

Rosenberg, Texas 77471

City, State, Zip

(512) 458-7470

281.238.3548

Telephone Number

Bob.Burnette@dshs.state.tx.us

drakenan@co.fort-bend.tx.us

E-mail Address for Official Correspondence

CONTRACT NO. 2011-035287
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO.

CONTRACTOR: FORT BEND COUNTY CLINICAL HEALTH SERVICES

DSHS PROGRAM: Tuberculosis Prevention and Control - State

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

SECTION I. STATEMENT OF WORK:

A. PROVISION OF SERVICES

Throughout the Contractor's defined service area of Fort Bend, Contractor shall provide basic services and associated activities for tuberculosis (TB) prevention and control, as well as conducting additional activities to target special populations with individuals who have TB or who are at high risk of developing TB.

Contractor shall provide these services in compliance with the following:

- DSHS' most current version of the Standards of Performance for the Prevention and Control of Tuberculosis, available at <http://www.dshs.state.tx.us/idcu/disease/tb/publications/default.asp>;
- DSHS' TB Policy and Procedures Manual, available at <http://www.dshs.state.tx.us/idcu/disease/tb/publications/default.asp>;
- DSHS Standards for Public Health Clinic Services, Revised August 31, 2004 available at <http://www.dshs.state.tx.us/qmb/dshsstndrds4clnicservs.pdf> ;
- American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB available at <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) at <http://ajrccm.atsjournals.org/cgi/content/full/161/4/1376> ;
- Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003 available at <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm> ;
- Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000 at <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr4906a1.htm> ;
- Updated: Adverse Event Data and Revised American Thoracic Society/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31) at [http://www.eclipsconsult.com/eclips/article/Pulmonary%20Disease/S8756-3452\(08\)70243-3](http://www.eclipsconsult.com/eclips/article/Pulmonary%20Disease/S8756-3452(08)70243-3) ; and

- Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 at <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm>

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

- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, subchapter B
- Communicable Disease Prevention and Control Act, Health and Safety Code, Chapter 81
- Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89;
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases; and
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

B. REPORTING

Because of the inherent time to complete treatment for tuberculosis disease and latent tuberculosis infection in relation to the period of this Program Attachment, required reporting under this Program Attachment will show results for work performed under previous Program Attachments under the overall DSHS Contract.

Contractor shall provide a narrative report, in the format provided by DSHS, on their performance goals, objectives, and screening activities, including how Contractor has complied with all the requirements of this Program Attachment. That report shall include a detailed analysis of performance related to the performance measures listed below and a progress report of activities in January through December. The narrative program report shall be sent to the Texas Department of State Health Services, TB Services Branch, Mail Code 1939, 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347 via regular mail, fax, or e-mail. Contractor shall maintain the documentation used to calculate performance measures as required by the General Provisions Records Retention Article and by the Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records. Report periods and due dates are as follows:

PERIOD COVERED	DUE DATE
January – December 2010	March 1, 2011

Contractor shall send all initial reports of confirmed and suspected TB cases to DSHS within seven (7) working days of identification or notification. Any updates to initial DSHS' Report of Cases and Patient Services Form (TB-400) (e.g., diagnosis, medication changes, x-rays, and bacteriology) and case closures shall be sent within thirty (30) calendar days from when the change occurred to DSHS at 1100 West 49th Street, Mail Code 1939, PO Box 149347, Austin, Texas 78714-9347.

Contractor shall send an initial report of contacts on all Class 3 TB cases and smear-positive Class 5 TB suspects within thirty (30) days of identification using DSHS' Report of Contacts Form (TB-340

and TB-341). Any new follow-up information (not included in the initial report) related to the evaluation and treatment of contacts shall be sent to DSHS on the TB-340 and TB-341 at intervals of 90 days, 120 days, and 2 years after the day Contractor became aware of the TB case.

Electronic reporting to DSHS for Class 3 TB cases, smear positive Class 5 TB suspects, and their contacts may become available during the term of this Program Attachment. Once notified of this option by DSHS, Contractor may avail itself of this option if it adheres to all the electronic reporting requirements (including system requirements) provided at that time.

Contractor shall collect information to determine the number of persons who received from the Contractor at least one TB service, including but not limited to: tuberculin skin tests; chest radiographs; health care worker services; or treatment with one or more anti-tuberculosis medications.

Contractor shall perform all activities under this Contract in accordance with Contractor's work plans (attached as Exhibit A), and the detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract know of the change(s).

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, as shown in SECTION VI. BUDGET, 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.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract or any other method of determining compliance.

1. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Direct Observed Therapy (DOT);
2. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less; **Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.* If data indicates that fewer than 83% of TB cases eligible to complete treatment within 12 months actually complete that therapy in a timely and appropriate manner, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage on a timeline set by DSHS.

3. TB cases with initial cultures positive for *Mycobacterium tuberculosis* complex shall be tested for and have drug susceptibility results documented in their medical record. If data indicates a compliance rate for this Performance Measure of less than 97%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage on a timeline set by DSHS.
4. Newly-reported cases of TB cases with Acid-fast Bacillus (AFB) positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment. If data indicates a compliance rate for this Performance Measure of less than 43%, 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 TB cases shall have an HIV test performed (unless they are known HIV-positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the schedule provided herein. If fewer than 78% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage on a timeline set by DSHS.
6. Newly-reported suspected cases of TB disease shall be started in a timely manner on the recommended initial 4-drug regimen. If fewer than 93% of newly-reported TB cases are started on an initial 4-drug regimen, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage on a timeline set by DSHS.
7. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case. If data indicates a compliance rate for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage on a timeline set by DSHS.
8. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TB infection and disease. If data indicates a compliance rate for this Performance Measure of less than 80.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage on a timeline set by DSHS.
9. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with latent TB infection (LTBI) shall be started on timely and appropriate treatment. If data indicates a compliance rate for this Performance Measure of less than 60%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage on a timeline set by DSHS.

10. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with LTBI and that were started on treatment shall complete treatment for LTBI. If data indicates a compliance rate for this Performance Measure of less than 40%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage on a timeline set by DSHS.
11. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum AFB-culture results reported to DSHS. If data indicates a compliance rate for this Performance Measure of less than 88.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage on a timeline set by DSHS.
12. All reporting to DSHS shall be completed as described herein and submitted by the deadlines given.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the narrative report due March 1, 2011, a written explanation including a plan to meet those measures and to prevent recurrence of such a situation. Nothing in this provision acts to constrain enforcement options for DSHS regarding any contract breach.

SECTION III. SOLICITATION DOCUMENT:

Exempt Governmental Entity

SECTION IV. RENEWALS:

None

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and if applicable, Equipment List.

SECTION VI. 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. The B-13 can be found at the following link <http://www.dshs.state.tx.us/grants/forms/b13form.doc>. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
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) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: *STATE*

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Article 1 COMPLIANCE AND REPORTING, Section 1.07 Statutes and Standards of General Applicability**, is amended to include the following:

Contractor, as a subrecipient of federal grant funds, is prohibited from texting while driving a federal government owned vehicle and from texting while using government furnished electronic equipment while driving any vehicle, including any privately owned or governmental owned vehicle. "Texting" means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. "Driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. "Government furnished electronic equipment" means any electronic equipment that may be used for texting and for which any payment is made, in part or in whole, under this program attachment. The Contractor is responsible for ensuring its employees are aware of this prohibition and adhere to this prohibition.

General Provisions, **Article III. Funding, Section 3.06 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 Provisions, **Article IV. Payment Methods and Restrictions, Section 4.02, Billing Submission**, is hereby revised to include:

Quarterly Financial Status Reports (Form 269A) from Contractor shall be provided to DSHS in the format provided by the DSHS. These reports shall be mailed to Texas Department of State Health Services, Attention: Accounting Section, Claims Processing Unit, 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347. One (1) copy of each quarterly financial status report shall be mailed to the Texas Department of State Health Services, Attention: TB Services Branch, Mail Code 1939, 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347. These reports shall be submitted on a quarterly basis as follows:

PERIOD COVERED	DUE DATE
September, October, November	December 31, 2010
December, January, February	March 31, 2011
March, April, May	June 30, 2011
June, July, August	September 30, 2011

General Provisions, **Article XIII. General Terms, Section 13.15 Amendment**, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

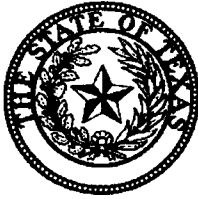
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Categorical Budget:

PERSONNEL	\$88,663.00
FRINGE BENEFITS	\$36,627.00
TRAVEL	\$6,811.00
EQUIPMENT	\$0.00
SUPPLIES	\$660.00
CONTRACTUAL	\$21,932.00
OTHER	\$900.00
TOTAL DIRECT CHARGES	\$155,593.00
INDIRECT CHARGES	\$0.00
TOTAL	\$155,593.00
DSHS SHARE	\$155,593.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$155,593.00

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



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

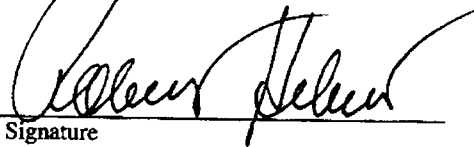
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

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, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "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.


Signature

August 24, 2010

Date

Robert Hebert, County Judge
Print Name of Authorized Individual

2011-035287

Application or Contract Number

FORT BEND COUNTY CLINICAL
HEALTH SERVICES
Organization Name