

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-002513-00



#14
HHS-CH

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 Fort Bend County Health & Human Services (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 \$10,000.00.

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 12/01/2013 and ends on 08/31/2014. 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: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: IDCU/FLU LHD Influenza Incidence Surveillance Project w/Local Health Depts

7. Statement of Work:

The Department of State Health Services (DSHS) is participating in the Council of State and Territorial Epidemiologists (CSTE) / Centers for Disease Control and Prevention (CDC) sponsored Influenza Incidence Surveillance Project (IISP). IISP is an enhancement of current DSHS influenza surveillance activities.

Contractor shall perform the 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:

A. Select and retain a compliant IISP healthcare provider within the Contractor's designated Service Area, who meets all the eligibility requirements as defined by CSTE/CDC and DSHS for participation in IISP. IISP Healthcare Provider must have the following characteristics and capabilities for inclusion in the surveillance project:

1. Providers must be of at least small to moderate size, such as those with a weekly patient volume of at least 100-150 patients.
2. Providers must be able to enumerate or estimate the patient panel by age group. This will serve as an approximation of a population for which incidence may be calculated.
 - a. Patient panel is defined as the total number of patients managed by the provider in one (1) year (preferred method). For providers without a known patient panel, the alternative is to count the average number of individual patients seen by the provider in a given year (three (3) years of data is required for making this estimation).
3. Providers must be able to report by Tuesday of each week for the Influenza-like Illness (ILI) data collected in the previous week.
4. Providers must be able to report data to the U.S. Outpatient Influenza-like Illness Surveillance Network (ILINet) or be able to report ILINet-compatible data to the Contractor.
5. Providers must be able to collect appropriate specimens from patients.
6. Providers must be able to submit specimens to the public health laboratory within the recommended timeline.

B. Recruit a replacement provider within four (4) weeks of determination by DSHS that the existing provider has become non-compliant.

1. A compliant provider reports aggregate data on total number of patients seen and number of patients seen with ILI to DSHS each week AND submits nasopharyngeal swab specimens to the DSHS laboratory in Austin on the first ten (10) patients the provider sees who have ILI each week. These specimens are not intended to be diagnostic and are submitted as part of a public health surveillance program.
2. A non-compliant provider misses two (2) consecutive weeks of reporting OR fails to collect specimens and data on at least 60% of the ILI patients seen up to a maximum of ten (10) specimens per week OR misses six (6) weeks of reporting during the contract term.

The new healthcare provider must meet all eligibility requirements as defined by CSTE/CDC and DSHS for participation in IISP. Contractor shall provide training on IISP to any newly-recruited healthcare provider. Contractor may use the training already created which will be provided to Contractor by DSHS upon request.

- C. Monitor that the compliant healthcare provider submits the weekly reports to DSHS on patient visits, collects specimens from the first ten (10) patients seen each week with ILI, and submits specimens along with clinical information to the DSHS laboratory.
- D. Enter ILI data received from the healthcare provider into the ILINet each week if the healthcare provider reports ILINet-compatible data to the Contractor instead of reporting directly to ILINet.
- E. Assist DSHS with the retention and management of the healthcare provider by contacting the healthcare provider to assist with reporting each week and, if the reports are not submitted on time or are incomplete, work with the provider to obtain complete information.
- F. Conduct one or more additional influenza surveillance activity(s) supporting influenza surveillance goals as outlined in the Texas Influenza Surveillance Handbook located at <http://www.dshs.state.tx.us/idcu/disease/influenza/Texas-Influenza-Surveillance-Handbook/> and pre-approved by the DSHS Influenza Surveillance Coordinator.
- G. Participate in regional influenza reporting as outlined in the Texas Influenza Surveillance Handbook.

DSHS shall:

1. Provide data collected by the healthcare provider to Contractor on a weekly basis.
2. Schedule conference calls as needed with Contractor to discuss progress toward accomplishing the activities requirements of this contract (including the final, approved work plan, which is hereby incorporated by reference into this contract) and to evaluate project operations.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of unanticipated financial shortfalls. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If expenditures are below the Program Attachment amount, 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.

PERFORMANCE MEASURES:

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

Contractor shall:

1. Select, retain and monitor that the healthcare providers meets the eligibility requirements of the IISP provider;
2. Recruit a new healthcare provider as needed to replace a non-compliant provider;
3. Monitor that the healthcare provider reports the aggregate data on total number of patients seen and the number of patients seen with ILI to DSHS each week;
4. Enter ILI data received from the healthcare provider into ILINet if the healthcare provider does not report data directly to ILINet;
5. Monitor that the healthcare provider submits specimens along with the clinical information to the

Laboratory Services Section, Department of State Health Services (DSHS), Austin, Texas as specified in the IISP laboratory protocol on the first ten (10) patients the provider sees who have ILI each week;

6. Monitor that the available influenza data from the healthcare provider's designated Service Area is reported to the regional DSHS office each week to the appropriate reporting representative; and

7. Submit monthly performance reports to flutexas@dshs.state.tx.us and judy.kropp@dshs.state.tx.us detailing activities under this Program Attachment, by the due dates referenced below. All reports will be submitted using the format specified by DSHS and should be titled with the Contract Number, DSHS Program name and the month of the report.

Reports are due on the 15th calendar day of each month beginning January 15, 2014 through September 15, 2014. Each report must cover activities that occurred during the preceding month (i.e.: activities occurring December 1-31 are reported on January 15, etc.). Final report is due on September 15, 2014. Report due dates that fall on a weekend or holiday will be due the first business day after the 15th of the month.

See Programmatic Reporting Requirements section for required reports, time periods and due dates.

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 should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 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.

8. Service Area

Fort Bend County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00106

DCPS GOLIVE FY14 IDC/FLU LHD
PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2014

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

State

14. DUNS Number:

081497075

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Performance Report 1	Monthly	12/01/2013	12/31/2013	01/15/2014
Performance Report 2	Monthly	01/01/2014	01/31/2014	02/17/2014
Performance Report 3	Monthly	02/01/2014	02/28/2014	03/17/2014
Performance Report 4	Monthly	03/01/2014	03/31/2014	04/15/2014
Performance Report 5	Monthly	04/01/2014	04/30/2014	05/15/2014
Performance Report 6	Monthly	05/01/2014	05/31/2014	06/16/2014
Performance Report 7	Monthly	06/01/2014	06/30/2014	07/15/2014
Performance Report 8	Monthly	07/01/2014	07/31/2014	08/15/2014
Performance Report 9	Monthly	08/01/2014	08/31/2014	09/15/2014

16. Special Provisions

General Provisions, Article IV. Payment Methods and Restrictions, Section 4.02 Billing Submission, is revised to include the following:

DSHS will reimburse Contractor upon submission of a State of Texas Purchase Voucher and DSHS acceptance of the required Performance Measure activities as indicated in Section 7, Statement of Work.

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 ninety (90) days prior to the end of the term of this Program Attachment.

General Provisions, ARTICLE IV Payment Methods and Restrictions, is amended to include the following:

Financial Status Reports (FSRs). Except as otherwise provided in these General Provisions or in the terms of the Program Attachment(s), for contracts with categorical budgets, Contractor shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for Department review and financial assessment. Contractor shall submit the final FSR no later than sixty (60) calendar days following the end of the applicable term.

17. Documents Forming Contract. The Contract consists of the following:

- a. Contract (this document) 2014-002513-00
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budgets
- d. Declarations Fiscal Federal Funding Accountability
and Transparency Act (FFATA)
Certification
- e. 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.

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: Fort Bend County
Vendor Identification Number: 17460019692

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, including any attachments and addendums.

Department of State Health Services

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

E-mail Address

Fort Bend County

By: 
Signature of Authorized Official

Date December 10, 2013

Name and Title Robert E. Hebert,
County Judge
Address 401 Jackson Street
City, State, Zip Richmond, TX 77469

Telephone Number 281-341-8608

E-mail Address jenetha.jones@fortbendcountytexas.gov