

Memo

TO: Ninfa Vasquez, Health & Human Services

FROM: Luisa Bowers, Administrative Assistant

DATE: September 3, 2014

SUBJECT: Commissioners Court Date September 2, 2014
Agenda

Agenda Item 14A

Accept and sign Department of State Health Services (DSHS) CONTRACT NO.2015-046500 PROGRAM ATTACHMENT NO.001 in the amount of \$78,022.00. The purpose of this grant is to provide funding to perform surveillance for all foodborne and waterborne illnesses and conduct telephone interviews of patients with foodborne and waterborne illness who are determined by (DSHS) to be part of a cluster or outbreak to ascertain possible risk factors. TERM: 09/01/2014 THRU 08/31/2015

Returning original contract documents for the agenda items above. Although the documents have been signed by the County Judge, they are not yet signed by the other contracting party.

Please provide a copy of the fully executed signature page to the County Clerk's Office when your office receives signature from the contracting party, so the complete document can be recorded into the Minutes of Commissioners Court.

Thank you.

Copy: Sherry Fisk, Administrative Coordinator, County Clerk's Office

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2015-046500 (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 (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 \$78,022.00, 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 09/01/2014 and ends on 08/31/2015. 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:

2015-046500-001 Infectious Disease Control Unit/Foodborne Associated Infections Interviews
 - 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, N/A

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: 17460019692055

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

Janna Zumbrun, M.S.S.W.

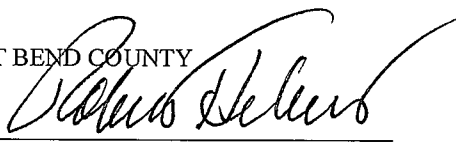
Assistant Commissioner for Disease Control
and Prevention Services

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

512.776.7111

Janna.Zumbrun@dshs.state.tx.us

FORT BEND COUNTY

By: 
Signature

Date

Robert Hebert, County Judge
Printed Name and Title

401 Jackson Street
Address

Richmond, Tx 77469
City, State, Zip

281-341-8608
Telephone Number

jenetha.jones@fortbendcounty.tx.gov
E-mail Address for Official Correspondence

CONTRACT NO.2015-046500
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO.0000406957

CONTRACTOR: FORT BEND COUNTY

DSHS PROGRAM ID LONG NAME/DESCRIPTION; Infectious Disease Control
Unit/Foodborne Associated Infections Interviews:

TERM: 09/01/2014 THRU 08/31/2015

SECTION I. STATEMENT OF WORK:

Contractor shall conduct surveillance for all foodborne and waterborne illnesses as required in Texas Administrative Code RULE §97.3 and conduct telephone interviews of patients with foodborne and waterborne illness who are determined by the Emerging and Acute Infectious Disease Branch (EAID) of the Department of State Health Services (DSHS) to be part of a cluster or outbreak to ascertain possible risk factors. Contractor may also perform surveillance and epidemiology activities during other major outbreaks and/or disasters.

Contractor shall, as directed by DSHS:

1. Retain an Epidemiologist that has qualifications in public health infection surveillance to perform and track the following deliverables;
2. Locate, track, and contact case-patients assigned by DSHS using appropriate locating resources;
3. Complete the thirty to sixty (30-60) minute "TXDSHS/CDC Hypothesis Generating Questionnaire for Gastrointestinal Illnesses," interview in English (or Spanish, when necessary) or other appropriate/focused questionnaire with case-patients identified by DSHS as part of a cluster. Interviews may be conducted by telephone or in-person;
4. Attempt to administer one-hundred percent (100%) of EAID-requested questionnaires for which contact information is complete as soon as possible but no later than two (2) business days after receipt of request to administer questionnaire. Attempted interviews include at least one (1) attempt to contact case-patients after hours if unable to contact case-patient after three (3) attempts during normal business hours;
5. Complete at least seventy-five percent (75%) of interviews within five (5) business days after assignment by DSHS. Completed interviews include those in which the case-patient

is contacted, but refuses some or the entire interview. Interviews for which no contact is made with case-patient do not constitute a completed interview;

6. Enter all foodborne and waterborne illness cases correctly and completely in the National Electronic Disease Surveillance System (NEDSS) within five (5) business days of completion of investigation of each case interview;
7. Send laboratory specimens of at least ninety percent (90%) of cases of *E. coli*, *Listeria*, *Vibrio*, and *Salmonella* from hospitals and clinics within the jurisdiction to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified contract laboratory for confirmatory and/or molecular testing;
8. Submit completed interviews to DSHS electronically to FoodborneTexas@dshs.state.tx.us or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;
9. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS; and
10. Monitor foodborne illness kits to assure that materials have not expired, and transfer kit materials as needed/requested to other jurisdictions to optimize utilization.

DSHS shall:

1. Supply Contractor, in a timely manner, with a list of case-patients to be interviewed;
2. Send all such written instructions to Contractor by appropriate means, depending upon whether the information being transferred is confidential or non-confidential;
3. Schedule conference calls as needed with Contractor to discuss progress toward accomplishing 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; and
4. Supply Contractor with a foodborne illness kit, i.e., materials needed for specimen collection and shipping.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this Program Attachment; and with any letters or memos with rules, policies or other written instructions provided to Contractor resulting from changes to State requirements applicable to funding sources.

Within thirty (30) days of receipt of an amended standard(s) or guidelines(s), Contractor shall inform DSHS, in writing, if it will not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within reasonable period-of-time as determined by DSHS.

Contractor shall not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also support activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity. Contractor shall make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

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 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.

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 Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Contractor shall:

1. Provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster;
2. Participate in monthly conference calls with the EAID to provide updates, progress reports, and other necessary communications;
3. Participate in outbreak/cluster-related conference calls and responses relevant to the jurisdiction hosted by the Centers for Disease Control and Prevention (CDC) or DSHS;
4. Assure and monitor that at least ninety percent (90%) of reported positive cases of *E. coli*, *Listeria*, *Vibrio*, and *Salmonella* from hospitals and clinics within the jurisdiction have laboratory specimens submitted to the DSHS Laboratory Services Section, in Austin, Texas or to another specified contract laboratory for confirmatory and/or molecular testing;

5. Complete interviews within five (5) business days with a goal of at least seventy-five (75%) percent completion rate. Completed interviews include those in which the case-patient is contacted but refuses some or the entire interview. Interviews for which no contact is made with case-patient do not constitute a completed interview;
6. Submit completed interviews to DSHS electronically to FoodborneTexas@dshs.state.tx.us or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;
7. If not already a certified NEDSS user, submit a signed and dated copy of the NEDSS Confidentiality and Data Use Oath to DSHS for all individuals permitted to access NEDSS data, and attend DSHS training and complete certification by October 1, 2014;
8. Enter all foodborne and waterborne illness cases correctly and completely in the NEDSS within five (5) business days of completion of investigation of each case interview;
9. Submit a monthly list of all reported clusters, outbreaks, and information on investigation findings on the tracking sheet provided by DSHS. Reports are due on the 15th calendar day of each month beginning October 15, 2014. Each report must cover activities that occurred during the preceding month. Report due dates that fall on a weekend or holiday will be due the first business day after the 15th of the month. Submit the list via electronic mail at FoodborneTexas@dshs.state.tx.us. All reports should be titled with the Contract Number, DSHS Program name, and the month of the report;
10. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS; and
11. Assure and monitor the foodborne illness kits to assure that materials have not expired, and transfer kit materials as needed/requested to other jurisdictions to optimize utilization.

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

Claims Processing Unit, MC1940
Texas 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.

SECTION VII. BUDGET:

SOURCE OF FUNDS: STATE

DUNS NUMBERS: 081497075

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **ARTICLE XV, GENERAL TERMS, Section 15.15 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.

2015-046500-001

Categorical Budget:

PERSONNEL	\$49,878.00
FRINGE BENEFITS	\$21,294.00
TRAVEL	\$5,650.00
EQUIPMENT	\$0.00
SUPPLIES	\$300.00
CONTRACTUAL	\$0.00
OTHER	\$900.00
TOTAL DIRECT CHARGES	\$78,022.00
INDIRECT CHARGES	\$0.00
TOTAL	\$78,022.00
DSHS SHARE	\$78,022.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

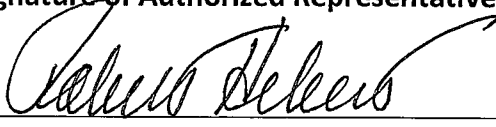
Total reimbursements will not exceed \$78,022.00

Financial status reports are due: 12/31/2014, 03/31/2015, 06/30/2015, 10/15/2015

**Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION
For Fiscal Year (FY15)**

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.**

Legal Name of Contractor: Fort Bend County	FFATA Contact # 1 Name, Email and Phone Number: Robert E. Sturdivant, County Auditor <u>Ed.sturdivant@co.fort-bend.tx.us</u> 281-341-3769																			
Primary Address of Contractor: 301 Jackson St., Suite 533 Richmond, TX	FFATA Contact #2 Name, Email and Phone Number: Dr. Mary desVignes-Kendrick Director, Health & Human Services <u>md.kendrick@co.fort-bend.tx.us</u> 281-238-3512																			
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Printed Name of Authorized Representative Robert E. Hebert	Signature of Authorized Representative 
Title of Authorized Representative County Judge	Date 9-2-2014

**Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION
For Fiscal Year (FY15)**

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☒ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.

If your answer is "No", answer questions "A" and "B".

A. 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

B. 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

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No ☒ N/A - Government

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;
Sally Tom:300000*

Provide compensation information here:
