

DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT 2016-003830-00

18B



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 \$136,539.00.

**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 09/01/2015 and ends on 08/31/2017. 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:** As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

**6. Program Name:** IDCU/SUREB Infectious Disease Control Unit/Surveillance and Epidemiology Ebola Activities

## 7. Statement of Work:

Contractor must perform surveillance and epidemiology activities for all notifiable conditions listed in 25 TAC §97.3. Contractor will assign the Epidemiologist funded by this contract to be responsible for all notifiable conditions, or will assign certain conditions for infectious disease preparedness and outbreak response activities and investigations.

Contractor will provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;

Contractor will 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 must, as directed by DSHS:

1. Retain an Epidemiologist primarily dedicated to notifiable conditions surveillance and epidemiology activities, including infectious disease preparedness and outbreak response activities and investigations. The Epidemiologist must have qualifications in epidemiology and public health infectious disease surveillance and epidemiology, preferably with a Masters of Public Health (MPH) degree or at least two (2) years working experience as an Epidemiologist to perform and track the following deliverables;
2. Assign this Epidemiologist to attend the annual Epidemiology and Laboratory Capacity Epidemiology Workshop provided by the Emerging and Acute Infectious Disease Branch (EAIDB) or other EAIDB-approved substitute training;
3. Respond to all disease reports from laboratories, health care providers, and other disease reporters such as school nurses and health care facility administrators;
4. Provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;
5. Complete all Surveillance and Case Investigation activities relevant to the disease as outlined in The Emerging and Acute Infectious Disease Guidelines (available at <http://www.dshs.state.tx.us/idcu>);
6. Attempt to administer one-hundred percent (100%) of EAIDB-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. Attempts to administer questionnaires related to the outbreaks and notifiable conditions must include at least one (1) attempt to contact case-patients after-hours if unable to contact during normal business hours after three (3) attempts;
7. Complete and submit at least seventy-five percent (75%) of questionnaires related to all pertinent case and outbreak investigations within five (5) business days after initial report and/or assignment by DSHS. Completed questionnaires include those in which the case-patient is contacted but refuses some or the entire questionnaire. Questionnaires for which no contact is made with case-patient do not constitute a completed interview;
8. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;

9. Investigate and document at least ninety percent (90%) of confirmed and probable notifiable conditions and outbreak cases correctly and completely within thirty (30) days of initial report to public health in National Electronic Disease Surveillance System (NEDSS) in accordance with DSHS Emerging and Acute Infectious Disease Investigation Guidelines  
[www.dshs.state.tx.us/idcu/health/infection\\_control/Investigation-Guidance](http://www.dshs.state.tx.us/idcu/health/infection_control/Investigation-Guidance);

10. Coordinate with hospitals and clinics within their jurisdiction to have at least ninety percent (90%) of laboratory specimens in 25 TAC §97.3 and/or those related to assigned outbreak investigations sent 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 as designated by DSHS;

11. Enter all pertinent case investigation data correctly and completely in NEDSS within five (5) business days of completion of investigation of each case interview; and

12. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS.

DSHS shall:

1. Host the Epidemiology and Laboratory Capacity Epidemiology Workshop to provide training;
2. Send all such written instructions to Contractor by appropriate means, depending upon whether the information being transferred is confidential or non-confidential; and
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.

Contractor must 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 guideline(s), Contractor must 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 must 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 must 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 sixty (60) days may result

in a decrease in funds.

Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract. Link for CFPM manual: <http://www.dshs.state.tx.us/contracts/cfpm.shtm>.

## 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 must:

1. Provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;
2. Attend the annual Epidemiology and Laboratory Capacity Epidemiology Workshop provided by EAIDB or other EAIDB-approved substitute training.
3. Participate in monthly conference calls with the EAIDB to provide updates, progress reports, and other necessary communications;
4. 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;
5. Assure and monitor that at least ninety percent (90%) of isolates from reported positive cases of conditions listed in 25 TAC §97.3 for which isolates are required from hospitals and clinics within the jurisdiction and/or those related to outbreak investigations are sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified public health laboratory for confirmatory and/or molecular testing as designated by DSHS;
6. Administer and complete questionnaires within five (5) business days with at least seventy-five (75%) percent completion rate. Completed questionnaires include those in which the case-patient is contacted but refuses some or the entire questionnaire. Questionnaires for which no contact is made with case-patient do not constitute a completed questionnaire;
7. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;
8. 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 within thirty (30) days of hire;
9. Investigate and document at least ninety percent (90%) of confirmed and probable notifiable conditions cases correctly and completely within thirty (30) days of initial report to public health in NEDSS in accordance with DSHS Emerging and Acute Infectious Disease Investigation Guidelines [www.dshs.state.tx.us/idcu/health/infection\\_control/Investigation-Guidance/](http://www.dshs.state.tx.us/idcu/health/infection_control/Investigation-Guidance/)

10. 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, 2015. 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 to [EAIDBcontracts@dshs.state.tx.us](mailto:EAIDBcontracts@dshs.state.tx.us). All reports should be clearly identified with the Contractor Name, Contract Number, IDCU/SUREB, and the month of the report;

11. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS;

12. Enter all pertinent case investigation data correctly and completely in NEDSS within five (5) business days of completion of investigation of each case interview; and

13. Monitor the foodborne illness or any other surveillance kits to assure that materials have not expired, and transfer kit materials as needed/requested to other jurisdictions to optimize utilization.

#### 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](mailto:invoices@dshs.state.tx.us).

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

- a. Contract (this document)      2016-003830-00
- b. General Provisions              Subrecipient General Provisions
- c. Attachments                      Budget
- d. Declarations                      Certification Regarding Lobbying, 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,

**Department of State Health Services**

By:  
Signature of Authorized Official

Date

Name and Title  
1100 West 49th Street  
Address  
Austin, TX 78756-4204  
City, State, Zip

Telephone Number

E-mail Address

**Fort Bend County Health & Human Services**

By:   
Signature of Authorized Official

Date August 25, 2015

Name and Title      Robert Hebert  
Fort Bend County Judge  
Address                401 Jackson  
Richmond, Texas      77469  
City, State, Zip

Telephone Number 281-341-8608

E-mail Address Ann.Werlein@fortbendcountytexas.gov

### Budget Summary

Organization Name: Fort Bend County Health & Human Services

Program ID: IDCU/SUREB

Contract Number: 2016-003830-00

#### Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$88,200.00	\$0.00	\$0.00	\$88,200.00
Fringe Benefits	\$43,624.00	\$0.00	\$0.00	\$43,624.00
Travel	\$972.00	\$0.00	\$0.00	\$972.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$2,168.00	\$0.00	\$0.00	\$2,168.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$1,575.00	\$0.00	\$0.00	\$1,575.00
Total Direct Costs	\$136,539.00	\$0.00	\$0.00	\$136,539.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$136,539.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$136,539.00</b>

## FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Fort Bend County Clinical Health Services

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	\$88,200	\$88,200	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$43,624	\$43,624	\$0	\$0	\$0	\$0
C. Travel	\$972	\$972	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$2,168	\$2,168	\$0	\$0	\$0	\$0
F. Contractual	\$0	\$0	\$0	\$0	\$0	\$0
G. Other	\$1,575	\$1,575	\$0	\$0	\$0	\$0
H. Total Direct Costs	\$136,539	\$136,539	\$0	\$0	\$0	\$0
I. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
J. Total (Sum of H and I)	\$136,539	\$136,539	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0				

**NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).**

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
<b>Check Totals For:</b>	Personnel	\$88,200	\$88,200	Fringe Benefits	\$43,624	\$43,624
	Travel	\$972	\$972	Equipment	\$0	\$0
	Supplies	\$2,168	\$2,168	Contractual	\$0	\$0
	Other	\$1,575	\$1,575	Indirect Costs	\$0	\$0

<b>TOTAL FOR:</b>	<b>Distribution Totals</b>	<b>\$136,539</b>	<b>Budget Total</b>	<b>\$136,539</b>
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\*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

### FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Fort Bend County Clinical Health Services

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
Epidemiologist	Y	This position will work with the local and state health department to improve the investigation and reporting of infectious diseases and outbreaks.	1	N/A	\$4,200.00	21	\$88,200
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0
<b>SalaryWage Total</b>							<b>\$88,200</b>

FRINGE BENEFITS	Itemize the elements of fringe benefits in the space below:
Payroll Taxes = 7.65% of Salary, Retirement FY 2015 = 11.79% of Salary, Workers Comp = 3.8% of Salary, Health Insurance FY 2015 = 11,561.00 - Yearly	
<b>Fringe Benefit Rate %</b>	
49.46%	
<b>Fringe Benefits Total</b>	
\$43,624	

Total for Conference / Workshop Travel

\$972

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$972

Total Travel Costs: \$972

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

## FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Fort Bend County Clinical Health Services

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:		Travel Costs
			Days/Employees		
Epi Workshop - Austin Texas / 2016	Epi/Workshop / Lodging 126.00 X 3 per GSA / Meals 36 x 3 per Fort Bend County Travel Policy	Austin/Texas	3/1	Mileage	\$0
				Airfare	\$0
				Meals	\$108
				Lodging	\$378
				Other Costs	
				<b>Total</b>	<b>\$486</b>
Epi Workshop - Austin Texas / 2017	Epi/Workshop / Lodging 126.00 X 3 per GSA / Meals 36 x 3 per Fort Bend County Travel Policy	Austin, Texas	3/1	Mileage	\$0
				Airfare	\$0
				Meals	\$108
				Lodging	\$378
				Other Costs	
				<b>Total</b>	<b>\$486</b>
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	<b>\$0</b>
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	<b>\$0</b>
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

## FORM I-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

**Fort Bend County Clinical Health Services**

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) See attached example for definition of supplies and detailed instructions to complete this form.

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes &amp; cost/box)]</small>	Purpose & Justification	Total Cost
Dell Latitude E5550/5550, BTX (210-ACTG) Laptop	Enter and maintain data in the National Electronic Disease Surveillance System	\$999
2 - Dell 20 Monitor - P2014H (320-9798)	Dual Computer Montior	\$269
E-Port, 130W Simple Port Replicator	Port for labtop	\$127
Dell 331-3761 USB Mouse	Dell 331-3761 USB Mouse and 104 Key Keyboard	\$59
HP Officejet Pro 8610 e-All-in-One Printer	HP Officejet Pro 8610 e-All-in-One Printer,Scanner,Copier,Fax	\$196
Samsung Galaxy Phone	Communication between local health department, hospitals etc.	\$99
Lateral File	Filing cabinet for securing files	\$240
Desk	Realspace Magellan Performance Collection L Desk, 30"Hx70 9/10Wx23	\$179
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

**\$2,168**

## FORM I-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Fort Bend County Clinical Health Services

Description of Item <small>[If applicable, include quantity and cost/quantity (i.e. # of units &amp; cost per unit)]</small>	Purpose & Justification	Total Cost
Cell phone for the epidemiologist - Monthly charge \$75	Communication with local health department, hospitals, doctors, patients and DSHS	\$1,575
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$1,575
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