

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2014-045641 (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 COLLIN COUNTY HEALTH CARE 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 \$30,774.00, 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 05/01/2014 and ends on 08/31/2014. 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:

2014-045641-001 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: COLLIN COUNTY
Address: 2300 BLOOMDALE RD STE 3100
MCKINNEY, TX 75071-8517
Vendor Identification Number: 17560008736004

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

COLLIN COUNTY HEALTH CARE SERVICES

By: Janna Zumbrun
Signature of Authorized Official

By: Keith Self
Signature

Date

Date

Janna Zumbrun, M.S.S.W.

Keith Self, President
Printed Name and Title

Assistant Commissioner for Disease Control
and Prevention Services

2300 Bloomdale Road

Suite 4192

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

McKinney, Tx 75071

City, State, Zip

512.776.7111

(972) 548-4631

Telephone Number

Janna.Zumbrun@dshs.state.tx.us

E-mail Address for Official Correspondence

CONTRACT NO. 2014-045641
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO.0000404346

CONTRACTOR: COLLIN COUNTY HEALTH CARE SERVICES

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

TERM: 05/01/2014 THRU: 08/31/2014

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. Attend in-person the three (3) day foodborne investigation orientation training in Austin, Texas, provided by the EAID;
3. Locate, track, and contact case-patients assigned by DSHS using appropriate locating resources;
4. 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;
5. 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;

6. 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 all of the interview. Interviews for which no contact is made with case-patient do not constitute a completed interview;
7. 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;
8. 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;
9. 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;
10. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS; and
11. 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 the 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 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.
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 supports the 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. Attend in-person the three (3) day foodborne investigation orientation training in Austin, Texas, provided by the EAID;
2. Provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster;
3. Participate in monthly conference calls with the EAID 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 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;
6. 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 all of the interview. Interviews for which no contact is made with case-patient do not constitute a completed interview;
7. 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;
8. Submit a signed and dated copy of the NEDSS Confidentiality and Data Use Oath to DSHS for all individuals permitted to access NEDSS data by July 1, 2014. If not already a certified NEDSS user, attend DSHS training and complete certification;
9. 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;
10. Submit a monthly list of all reported clusters, outbreaks and information on investigation findings on the tracking sheet provided by DSHS. Submit the list via electronic mail at FoodborneTexas@dshs.state.tx.us and sandy.clark@dshs.state.tx.us by the 15th of the following month;
11. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS; and
12. 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:

DSHS may renew the Program Attachment for up to one (1) additional one-year term at DSHS's sole discretion.

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) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: CFDA#

DUNS NUMBERS: 074873449

SECTION VIII. SPECIAL PROVISIONS:

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 forty-five (45) calendar days following the end of the applicable term.

General Provisions, **ARTICLE IV. Payment Methods and Restrictions**, Section 4.03 Final Billing Submission, is amended to include the following:

Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than forty-five (45) calendar days following the end of the term of the Program Attachment for goods received and services rendered during the term. If necessary to meet this deadline, Contractor may submit reimbursement or payment requests by facsimile transmission. Reimbursement or payment requests received in DSHS's offices more than forty-five (45) calendar days following the end of the applicable term will not be paid. Consideration of requests for an exception will be made on a case-by-case basis, subject to the availability of funding, and only for an extenuating circumstance, such as a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations or causes damage or destruction of a place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the DSHS Accounting Section.

General Provisions, General Terms, **ARTICLE XIII, Amendment**, Section 13.15, 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 XIII. GENERAL TERMS**, Section 13.17 **Contractor's Request for Revision of Certain Contract Provisions**, is revised to read as follows:

In order to request a revision of any of the enumerated provisions, Contractor shall obtain a Contract Revision Request form from the DSHS website available at <http://www.dshs.state.tx.us/grants/forms.shtm>, and complete the form as directed by the Department. Two copies of the completed form must be signed by Contractor's representative who is authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the contract manager assigned to the Program Attachment. Any approved revision will not be effective unless signed by DSHS.

2014-045641-001

Categorical Budget:

PERSONNEL	\$17,773.00
FRINGE BENEFITS	\$4,694.00
TRAVEL	\$1,226.00
EQUIPMENT	\$0.00
SUPPLIES	\$6,305.00
CONTRACTUAL	\$0.00
OTHER	\$776.00
TOTAL DIRECT CHARGES	\$30,774.00
INDIRECT CHARGES	\$0.00
TOTAL	\$30,774.00
DSHS SHARE	\$30,774.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$30,774.00

Financial status reports are due: 09/02/2014, 10/15/2014