

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001102-00**



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 Corpus Christi Public Health District (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 \$5,000.00.
- 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 09/01/2014 and ends on 08/31/2015. 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-LAB Infectious Disease Control Unit/FLU-LAB

7. Statement of Work:

Contractor shall identify and recruit submitters of clinical specimens through discussions and a mutual agreement with local health departments in the Contractor's service area. Contractor may contact flutexas@dshs.state.tx.us for guidance on appropriate submitters.

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:

- identify and recruit submitters of clinical specimens through discussions and a mutual agreement with local health departments in the Contractor's service area;
- receive clinical specimens Monday through Friday from designated submitters within the Contractor's service area;
- test up to two hundred (200) clinical specimens meeting Clinical Laboratory Improvement Act (CLIA'88) specifications;
- perform on each specimen, the Centers for Disease Control and Prevention (CDC) Real Time (RT) Polymerase Chain Reaction Method (PCR) for typing of influenza viruses;
- retain positive influenza specimens through the end of the Contract term;
- when directed by the Influenza Coordinator within the Department of State Health Services (DSHS) Emerging and Acute Infectious Disease Branch, appropriately submit the requested number of positive specimens to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified contract laboratory;
- comply with DSHS Infectious Disease Control Unit (IDCU) program established influenza surveillance protocol; and
- comply with Health and Safety Code Chapter §81.046 located at <http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.81.htm#81.046>.

DSHS shall:

- ensure Contractor receives a copy of the current influenza surveillance protocol, no later than the week ending October 4, 2014 (Morbidity and Mortality Weekly Report (MMWR) week 40).

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 that projected in Contractor's Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Renewal Program Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

PERFORMANCE MEASURES:

The following performance measure 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.

Contractor shall:

1. Ensure that at least one (1) healthcare provider, clinic, or hospital submits influenza surveillance specimens to the Contractor;
2. Provide and submit a list of providers or facilities that routinely submit specimens to the Contractor on or before December 1, 2014, by electronic mail to flutexas@dshs.state.tx.us;
3. Perform testing weekly unless no samples were received that week;
4. When requested, send samples of all specimens testing positive for influenza to the Laboratory Services Section, Department of State Health Services (DSHS), Austin, Texas or other designated laboratory within ten (10) business days of request; and
5. Provide and submit written weekly reports on the RT-PCR influenza testing results, in the format provided by DSHS, each Monday, or if a holiday, the next business day beginning September 8, 2014 and continuing through the end of the Contract term. Reports should be sent by electronic mail to flutexas@dshs.state.tx.us.

Compliant reporting is required prior to DSHS approval for payment.

- a. Compliant Contractors submit weekly RT-PCR influenza testing result reports according to the format specified by DSHS and the due dates specified in the Programmatic Reporting Requirements.
- b. Non-compliant Contractors submit less than 80% of the weekly RT-PCR influenza testing reports according to the format specified by DSHS and the due dates specified in the Programmatic Reporting Requirements.

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, MC 1940
Department of State Health Services
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) 776-7442. The email address is invoices@dshs.state.tx.us.

8. Service Area

Nueces County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00038

DSHS GOLIVE IDCU FLU LAB PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2015

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

State

14. DUNS Number:

069457786

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Providers Report	Nonrecurring	09/01/2014	12/01/2014	12/01/2014
Weekly Report	Weekly	Monday	Friday	Following Monday
Financial Status Rep	Quarterly	09/01/2014	11/30/2014	12/31/2014
Financial Status Rep	Quarterly	12/01/2014	02/28/2015	03/31/2015
Financial Status Rep	Quarterly	03/01/2015	05/31/2015	06/30/2015
Financial Status Rep	Quarterly	06/01/2015	08/31/2015	10/15/2015

Submission Instructions:

Performance Measure Reports should be sent by electronic mail to flutexas@dshs.state.tx.us.

Financial Status Reports can be faxed to the Claims Processing Unit at (512) 776-7442 or to the email address at invoices@dshs.state.tx.us.

16. Special Provisions

General Provisions, Article V. Payment Methods and Restrictions, Section 5.02 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 activities as indicated in the Performance Measures.

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.

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

- a. Contract (this document) 2015-001102-00
- 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: City of Corpus Christi
Vendor Identification Number: 17460005741

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

Corpus Christi Public Health District

By:
Signature of Authorized Official

By:
Signature of Authorized Official

Date

Date

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

Name and Title
Address
City, State, Zip

Telephone Number

Telephone Number

E-mail Address

E-mail Address

Budget Summary

Organization Name: Corpus Christi Public Health District

Program ID: IDCU/FLU-LAB

Contract Number: 2015-001102-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$5,000.00	\$0.00	\$0.00	\$5,000.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$5,000.00	\$0.00	\$0.00	\$5,000.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$5,000.00	\$0.00	\$0.00	\$5,000.00