

INTERLOCAL COOPERATION CONTRACT
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001010700001

THE DEPARTMENT OF STATE HEALTH SERVICES (“System Agency” or “DSHS”) and **BROWNWOOD-BROWN COUNTY HEALTH DEPARTMENT** (“Local Government” or “Grantee”), each a “Party” and collectively the “Parties,” enter into the following contract to provide funding for Health Service Region 2/3- TB Prevention and Control-State services (the “Contract”) pursuant to the provisions of the “Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code.

I. PARTIES

System Agency

Department of State Health Services
Attention: Lacy Alexander
1100 W. 49th Street, MC 1911
Austin, TX 78756
lacy.alexander@dshs.texas.gov

Local Government

Brownwood-Brown County Health Department
Attention: Lisa Dick
P.O. Box 1389
Brownwood, Texas 76804
lisad@brownwoodtexas.gov

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in **Attachment A – Statement of Work**.

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and terminates on August 31, 2022, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract.

The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties. The Contract may be renewed for up to four (4) additional one-year periods, with renewal initiated at the sole discretion of System Agency. Continued funding of the Contract in future years is contingent upon the availability of funds and the satisfactory performance of the Local Government during the prior Contract period. Funding may vary and is subject to change each renewal period. Reimbursement will only be made for those allowable expenses that occur within the term of the Contract.

IV. AMENDMENT

The Parties to this Contract may modify this Contract only through the execution of a written amendment signed by both Parties.

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract shall not exceed \$35,534.00 as provided for in **Attachment B – Budget**.

VI. LEGAL NOTICES

Legal Notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Department of State Health Services
1100 W. 49th Street, MC 1919, M526
Austin, TX 78756
Attention: General Counsel

Local Government

Brownwood-Brown County Health Department
P.O. Box 1389
Brownwood, Texas 76804
Attention: Lisa Dick

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

VII. CERTIFICATIONS

The undersigned contracting Parties certify that:

- (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- (2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract.
- (3) the proposed arrangements serve the interest of efficient and economical administration of state government; and
- (4) the services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

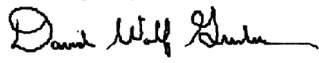
The System Agency further certifies that it has statutory authority to contract for the services described in this Contract under Texas Health and Safety Code Chapters 12 or 1001.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY HHS001010700001

DEPARTMENT OF STATE HEALTH SERVICES

BROWNWOOD-BROWN COUNTY HEALTH DEPARTMENT

DocuSigned by:

B113A6B1CFEC4CE...

DocuSigned by:

E4F76EC668F04E2...

Signature

Signature

David Gruber

Emily Crawford

Printed Name

Printed Name

Associate Commissioner for RLHS

City Manager

Title

Title

May 14, 2021

May 14, 2021

Date of Execution

Date of Execution

THE FOLLOWING ATTACHMENTS TO ENTERPRISE AGENCY CONTRACT NO. HHS001010700001 ARE HEREBY INCORPORATED BY REFERENCE:

- ATTACHMENT A - STATEMENT OF WORK**
- ATTACHMENT B - BUDGET**
- ATTACHMENT C - UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT D - ADDITIONAL PROVISIONS**
- ATTACHMENT E - DATA USE AGREEMENT**

ATTACHMENTS FOLLOW

ATTACHMENT A STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

A. **Provision of Services**

Throughout the Grantee's defined Service Area, Grantee will develop and provide services and associated activities to prevent and control tuberculosis. Grantee will provide these services in compliance with the following:

1. DSHS, Texas Tuberculosis Work Plan.
<https://www.dshs.texas.gov/disease/tb/programs.shtm>
2. Official American Thoracic Society/Centers for Disease Control and Prevention/Infectious Diseases Society of America Clinical Practice Guidelines: Treatment of Drug-Susceptible Tuberculosis, Clinical Infectious Diseases (2016) 63 (7): e147-e195. https://cdc.gov/tb/publications/guidelines/pdf/clin-infect-dis.-2016-nahid-cid_ciw376.pdf
3. Official American Thoracic Society/Infectious Diseases Society of America/Centers for Disease Control and Prevention Clinical Practice Guidelines: Diagnosis of Tuberculosis in Adults and Children, 2016.
https://cdc.gov/tb/publications/guidelines/pdf/cid_ciw694_full.pdf
4. Recommendations for Use of an Isoniazid-Rifapentine Regimen with Direct Observation to Treat Latent Mycobacterium Tuberculosis Infection, MMWR. 2011; 60(48):1650-1653. <https://www.cdc.gov/mmwr/preview/mmwrhtml/mm6048a3.htm>
5. Update of Recommendations for Use of Once-Weekly Isoniazid-Rifapentine Regimen to Treat Latent Mycobacterium Tuberculosis Infection, 2018.
<https://cdc.gov/mmwr/volumes/67/wr/mm6725a5.htm>
6. American Journal of Respiratory and Critical Care Medicine, Diagnostic Standards and Classification of Tuberculosis in Adults and Children, Vol. 161, 1376-1395, 1999. <https://cdc.gov/tb/publications/PDF/1376.pdf>
7. CDC, Aggregate Reports for Tuberculosis Program Evaluation: Training Manual and User Guide, 2005. https://cdc.gov/tb/publications/pdf/arpes_manualsm1.pdf
8. CDC, Controlling Tuberculosis in the United States, MMWR, Vol. 54 (RR12), 1-69, 2005. <https://cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm>
9. CDC, Guidelines for the Investigation of Contacts of Persons with Infectious Tuberculosis, MMWR, Vol. 54 (RR15), 1-43, 2005.
https://cdc.gov/mmwr/indrr_2005.html

10. CDC, Guidelines for the Prevention and Treatment of Opportunistic Infections Among HIV-Exposed and HIV-Infected Children, MMWR, Vol. 58 (RR11), 1-166, 2009. https://cdc.gov/mmwr/indrr_2009.html
 11. CDC, IGRA Blood Test Fact Sheet, 2016. <https://cdc.gov/tb/publications/factsheets/testing/igra.htm>
 12. CDC, Quality Assurance for TB Surveillance Data; A Guide and a Toolkit. <https://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf>
 13. CDC, Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), MMWR, Vol. 49 (RR6), 1-43, 2000. <https://cdc.gov/mmwr/PDF/rr/rr4906.pdf>
 14. CDC, Tuberculin Skin Testing (TST) Fact Sheet, 2016. <https://cdc.gov/tb/publications/factsheets/testing/skintesting.htm>
 15. CDC, Tuberculosis Surveillance Data Training Report of Verified Case of Tuberculosis (RVCT) Instruction Manual, 2009. <https://cdc.gov/tb/programs/rvct/InstructionManual.pdf>
 16. CDC, Update: Adverse Event Data and Revised ATS/CDC Recommendations against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, MMWR, Vol 52 (RR31), 735-739, 2003. <https://cdc.gov/mmwr/PDF/wk/mm5231.pdf>
 17. Curry International Tuberculosis Center, Drug-Resistant Tuberculosis: A Survival Guide for Clinicians, Third edition. <https://currytbcenter.ucsf.edu/products/view/drug-resistant-tuberculosis-survival-guide-clinicians-3rd-edition>
 18. CDC, Report of Expert Consultations on Rapid Molecular Testing to Detect Drug-Resistant Tuberculosis in the United States. <https://cdc.gov/tb/topic/laboratory/rapidmoleculartesting/>
- B.** Grantee will comply with all applicable federal and state regulations and statutes, including, but not limited to:
1. Texas Tuberculosis Code, Texas Health and Safety Code, Chapter 13, Subchapter B. <https://statutes.capitol.texas.gov/Docs/HS/htm/HS.13.htm>
 2. Communicable Disease Prevention and Control Act, Texas Health and Safety Code, Chapter 81. <https://statutes.capitol.texas.gov/Docs/HS/htm/HS.81.htm>
 3. Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Texas Health and Safety Code, Chapter 89. <https://statutes.capitol.texas.gov/Docs/HS/htm/HS.89.htm>

4. Control of Communicable Diseases, Texas Administrative Code (TAC), Title 25, Part 1, Chapter 97, Subchapter A. <https://sos.texas.gov/tac/index.shtml>
5. Tuberculosis Screening for Jails and Other Correctional Facilities, TAC, Title 25, Part 1, Chapter 97, Subchapter H. <https://sos.texas.gov/tac/index.shtml>
6. Medical Records, TAC, Title 22, Part 9, Chapter 165, Rule §165.1. <https://sos.texas.gov/tac/index.shtml>

C. Grantee will perform all activities under this Contract in accordance with the Tuberculosis and Hansen's Disease Branch, Texas Tuberculosis Work Plan, performance measures and detailed budget as approved by Department of State Health Services (DSHS). Grantee must receive written approval from DSHS before varying from applicable procedures in the final approved Texas Tuberculosis Work Plan and must update its implementation documentation within five business days of making approved changes.

D. DSHS reserves the right, where allowed by law, to redirect funds. DSHS will monitor Grantee's expenditures on a quarterly basis. If expenditures are below what is projected in Grantee's total Renewal Program Attachment amount, Grantee'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.

E. Grantee will designate, from its staff, a Local Responsible Party (LRP) who has the overall responsibility for ensuring the security of the TB/HIV/STD confidential information maintained by Grantee as part of activities under this contract. The LRP must:

1. Ensure that appropriate policies/procedures are in place for handling confidential information, for the release of confidential TB/HIV/STD data, and for the rapid response to suspected breaches of protocol and/or confidentiality. These policies and procedures must comply with DSHS policies and procedure (Grantee may choose to adopt those DSHS policies and procedures as its own).
2. Ensure that security policies are reviewed periodically for efficacy, and that the Grantee monitors evolving technology on an on-going basis to ensure that the program's data remains as secure as possible.
3. Approve any Grantee staff requiring access to TB/HIV/STD confidential information. LRP will grant authorization to Grantee staff who have a work-related need (i.e. work under this Contract) to view TB/HIV/STD confidential information.
4. Maintain a list of authorized Grantee staff persons who have been granted permission to view and work with TB/HIV/STD confidential information. The LRP will review the authorized user list ten (10) days from the effective date of this Contract to ensure it is current. All Grantee staff with access to confidential information will have a signed copy of a confidentiality agreement on file and it be updated once during the term of this Contract.

5. Ensure that all Grantee staff with access to confidential information will be trained on TB/HIV/STD security policies and procedures before access to confidential information is granted and that this training will be renewed once a year during the term of this Contract.
6. Ensure that all Grantee staff with access to confidential information will be trained on federal and state privacy laws and policies before access to confidential information is granted and that this training will be renewed once a year during the term of this Contract.
7. Thoroughly investigate all suspected breaches of confidentiality in consultation with the DSHS HSR 2/3 LRP, the DSHS TB/HIV/STD Unit Security Officer, and other appropriate DSHS staff, all in compliance with the DSHS Program Policy and Attachment E, Data Use Agreement.

F. Use of Funds (refer to Texas Tuberculosis Work Plan, Section XVI):

1. Grantee will demonstrate fiduciary responsibility in administering program funds.
2. Grantee will be subject to adjustments in award amounts based on changes to the number of clients served, utilization of funds, or other factors.
3. Grantee will not use DSHS funds for: (1) Entertainment; or (2) Sectarian worship, instruction, or proselytization. However, food and incentives provided directly to TB cases and suspects to support adherence with recommended testing and treatment regimens are allowed using DSHS funds.

G. Grantee will provide Tuberculosis services to individuals with suspected or confirmed TB disease including persons identified as a contact to a known case or suspect, refugees and class B immigrants regardless of their ability to pay for services.

H. Grantee will:

1. Spend no less than 95% of the total funded amount of the Contract for the services defined in Section I. A. herein;
2. Maintain and adjust spending plan throughout the Contract term to avoid lapsing funds; and
3. Maintain staffing levels to meet required activities of the Contract and to ensure all funds in personnel category are expended.

I. Grantee's budget will include costs to cover required TB trainings and continuing education training. Grantee's budget will include costs to cover patient transportation, i.e. ambulance services, as needed.

J. Maintain a Competent Workforce:

1. Grantee will provide orientation and training to all employees involved in TB activities including: physicians, nurses, contact investigators, outreach workers, case registry staff, receptionists, and other support staff;
2. Within ninety (90) days of employment, all newly hired employees will complete required TB training specific to their duties and responsibilities. Refer to the Texas Tuberculosis Work Plan for required trainings for newly hired employees. Each year, employees providing TB services will receive sixteen (16) hours of continuing education or training relevant to their position. Documentation of all training, including the hours, topics, and dates, will be retained for each employee who delivers TB services and made available upon request to DSHS Tuberculosis and Hansen's Disease Branch; and
3. Grantee's case registry staff will attend annual medical records conference and workshop to obtain the latest records management procedures.

K. Medications and Supply Inventory Management:

1. Grantee will order TB medications through DSHS-enabled pharmacy ordering system. Grantee will assure anti-TB medications and supplies purchased with DSHS Tuberculosis and Hansen's Disease Branch funds are used in a prudent manner that contributes to disease control in their service area.
2. Grantee will monitor and manage its usage of anti-tuberculosis medications and testing supplies furnished by DSHS in accordance with first-expiring-first-out (FEFO) principles of inventory control to minimize waste for those products with expiration dates and set maximum stock levels at a two (2) month supply for first-line drugs, one (1) month supply for second-line drugs, and based on number of patients receiving treatment. Grantee will obtain approval from the TB and Hansen's Disease Branch prior to ordering Priftin.
3. The Grantee shall obtain a TB expert physician consultation and approval from the TB and Hansen's Disease Branch before second-line injectables, as well as Moxifloxacin, Levaquin, and Linezolid can be dispensed by the DSHS Pharmacy Services Branch.
4. Grantee may distribute Purified Protein Derivative (PPD) and syringes for TB skin testing to correctional facilities that meet Texas Health and Safety Code, Chapter 89 requirements. Grantee will only provide Purified Protein Derivative (PPD) and syringes for TB skin testing to Texas Health and Safety Code, Chapter 89 correctional facilities.
5. No later than the seventh (7th) working day of every month, the Grantee will perform a physical count of its inventory of anti-tuberculosis medications and tuberculosis testing supplies furnished by DSHS, as well as acknowledge receipt of inventory, record in the Inventory Tracking Electronic and Asset Management System (ITEAMS) the number of doses administered to patients, doses wasted or expired, and appropriately reconcile the quantities by product and lot number. Failure to reconcile in ITEAMS may prohibit release of medications and supplies. Products that have not been used in six (6) months or that will not be used in six (6) months will be returned to DSHS Pharmacy as soon as possible and

recorded in ITEAMS. Grantee will assure that medications are stored properly and securely, in accordance with manufacturer's instructions.

L. Initiate and Maintain Auditing and Quality Assurance Practices:

1. Grantee must ensure that appropriate clinical and reporting standards are adequately maintained for audit services (refer to TB Work Plan, Section XVIII).
2. Grantees are subject to audits, desktop reviews and site visits at the discretion of DSHS HSR 2/3. Audits may include financial records.

M. Use of Interferon Gamma Release Assay Tests:

1. Grantee may perform tuberculosis screenings using DSHS-supplied interferon gamma release assays (IGRA) specifically T-SPOT®.TB or QuantiFERON®-TB Gold in-tube tests for the following populations in accordance with DSHS-approved age requirements:
 - a. Clients with suspected TB disease;
 - b. Clients with confirmed TB disease;
 - c. Contacts to clients with suspected or confirmed TB disease – Consultation with the TB Branch is required for contact investigations in which media-sensitive situations and/or large contact investigations (= 50 contacts, or in a school = 25 contacts) are targeted for screening;
 - d. Targeted testing except screening in correctional facilities – Monthly screening reports will be submitted in accordance with reporting schedule;
 - e. Routine screening of employees or contracted DOT Providers providing TB services;
 - f. Class B immigrants; and
 - g. Refugees.
2. IGRA testing products/supplies supported by DSHS funds will not be provided to any organization or establishment

N. Meet Texas TB Performance Measures:

The following performance measures will be used to assess, in part, Grantee's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract or any other method of determining compliance (refer to Texas Tuberculosis Work Plan, Section XIX).

1. If a program's performance falls short of desired benchmarks, DSHS may (at its sole discretion) require additional measures to improve performance on a timeline set by DSHS.
2. Maintain documentation used to calculate performance measures as required by General Provisions Article VIII "Records Retention," and by Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1, regarding retention of medical records.

3. All reporting to DSHS will be completed as described in Section 7(J), Reporting, and submitted by the deadlines given. If Grantee fails to meet any of the performance measures, Grantee will furnish a written explanation, including a plan with a schedule, to meet those measures in the narrative report, Grantee's Annual Progress Report. Notwithstanding this provision, failure to satisfy any performance measure will be a material breach of this Contract.

O. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

1. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
2. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
3. Applying to all employees and visitors in this designated area; and
4. Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

II. Reporting Requirements

A. Annual Progress Report

1. Grantee will provide a complete and accurate Annual Progress Report covering the period from January to December, in the format provided by DSHS, demonstrating compliance with requirements of the Contract during that period. The report will include a detailed analysis of performance related to the performance measures listed below.
2. If Grantee fails to meet any of the performance measures, Grantee will furnish a written explanation, including a plan with a schedule, to meet those measures in the narrative report, Grantee's Annual Progress Report. Notwithstanding this provision, failure to satisfy any performance measure will be a material breach of this Contract.
3. The Grantee's Annual Progress Report will not be combined with another Grantee's or health service region's Annual Progress Report. The report is due no later than March 15th, and will be sent to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us and will be sent to HSR 2/3.
4. To the extent Grantee's Annual Progress Report includes individual-level patient data, the report must be submitted through GlobalScape. Grantee may submit the Annual Progress Report to DSHS Health Service Region 2/3, thereby authorizing them to submit the report on their behalf. If the Grantee sends the report to DSHS

Health Service Region 2/3, the deadline for submission to the Tuberculosis and Hansen's Disease Branch remains unchanged.

5. Grantee will maintain documentation used to calculate performance measures as required by General Provisions Article VIII "Records Retention" and by Texas Administrative Code 22, §165.
- C. Grantee will adhere to all reporting requirements documented in the Texas Tuberculosis Work Plan and CDC Tuberculosis Surveillance Data Training Report of Verified Case of Tuberculosis (RVCT) Instruction Manual.
<https://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf>
- D. Grantee will submit completed Cohort Review documents for the appropriate cohort year and quarter to the DSHS HSR 2/3 TB Program via the PHIN (refer to Texas Tuberculosis Work Plan, Section XIII).
- E. Grantee will notify DSHS HSR 2/3 directly of incidents and media-sensitive situations and/or large contact investigations (= 50 contacts, or in a school = 25 contacts) in a timely manner (refer to Texas Tuberculosis Work Plan, Section XIII)

III. Invoice and Payment

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.state.tx.us/grants/forms.shtm>. Voucher and any supporting documentation will be mailed, submitted by fax, or submitted by electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, Texas 78714-9347
FAX: (512) 776-7442
EMAIL: Invoices@dshs.texas.gov
EMAIL: CMSInvoices@dshs.texas.gov

- B. Grantee will be paid on a cost reimbursement basis and in accordance with **Attachment B - Budget** of this Contract.
- C. Grantee will submit requests for reimbursement (Form B-13) and financial expenditure template monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiate invoices and make the documentation available to the DSHS upon request. In the event a cost reimbursed under the Contract is later determined to be unallowable then the Grantee will reimburse DSHS for that cost.

- D.** Grantee will submit quarterly Financial Status Reports (FSR) located at <http://www.dshs.state.tx.us/grants/forms.shtm> by email to FSRGrants@dshs.texas.gov and CMSInvoices@dshs.texas.gov by the last business day of the month following the end of each quarter of the Contract for DSHS review and financial assessment.
- E.** Grantee will submit request for reimbursement (B-13) as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement requests received in the DSHS office more than forty-five (45) calendar days following the termination of the Contract may not be paid.

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**ATTACHMENT B
BUDGET**

| Categorical Budget | Upon Execution to August 31, 2021 | September 1, 2021 to August 31, 2022 | Total Contract Amount |
|---------------------------|--|---|----------------------------------|
| Personnel | \$4,500.00 | \$8,910.00 | \$13,410.00 |
| Fringe Benefits | \$414.00 | \$820.00 | \$1,234.00 |
| Travel | \$1,028.00 | \$1,765.00 | \$2,793.00 |
| Equipment | \$0.00 | \$0.00 | \$0.00 |
| Supplies | \$4,000.00 | \$3,998.00 | \$7,998.00 |
| Contractual | \$0.00 | \$0.00 | \$0.00 |
| Other | \$3,925.00 | \$6,174.00 | \$10,099.00 |
| Total Direct Costs | \$13,867.00 | \$21,667.00 | \$35,534.00 |
| Indirect Costs | \$0.00 | \$0.00 | \$0.00 |
| Totals | \$13,867.00 | \$21,667.00 | \$35,534.00 |