

DEPARTMENT OF STATE HEALTH SERVICES



Contract number 2016-047870-001(Contract), is entered into by Department of State Health Services (DSHS), an agency of the State of Texas, which operates its Laboratory Services Section, and Texas Juvenile Justice Department (TJJD). DSHS and TJJD are collectively referred to herein as the "Parties."

- I. **Purpose of the Contract.** DSHS agrees to perform laboratory testing services when requested by the TJJD as provided for in the Fee Schedule in Texas Administrative Code (TAC), Title 25, Part1, Chapter 73, which is hereinafter referred to as the "TAC Fee Schedule."
- II. **Term of the Contract.** This Contract will begin on 09/01/2015 and end on 08/31/2016.
- III. **Authority.** The Parties enter into this Contract under the authority of Texas Health and Safety Code Chapters 12 and 1001 and Texas Government Code Chapter 771.
- IV. **Statement of Work.**
 - A. As requested by TJJD, DSHS will perform the laboratory testing services for them as provided for in Texas Administrative Code (TAC), Title 25, Part 1, Chapter 73, as requested by TJJD.
 - B. DSHS will perform these laboratory testing services in accordance with DSHS Laboratory Procedures Manuals.
 - C. DSHS will provide identification of urine stains (diagnostic specimen testing) and identification of feces stain (diagnostic specimen testing) at the prices referenced herein. DSHS will notify TJJD of the results of the tests within five (5) working days from the date the tests are completed. TJJD will reimburse DSHS for its costs associated with shipping and handling of items for testing that are to be returned (e.g. clothing).
 - D. DSHS agrees to testify in criminal court during the contract term on behalf of TJJD as an expert witness concerning any test provided during the term of the contract.
 - E. When TJJD requires a DSHS Laboratory staffer to testify in criminal court as an expert witness, TJJD will reimburse DSHS for all travel expenses and will also pay an expert testimony fee. Travel expenses will be invoiced at State of Texas per diem and mileage reimbursement rates in effect at the time travel expenses are incurred. TJJD will also reimburse DSHS an expert testimony fee of \$26.04 per hour for the time the expert witness is away from their job at the DSHS Laboratory. TJJD will pay

these amounts when the DSHS witness travels to testify at the hearing (including any associated prep time), regardless of whether the witness is actually called to testify.

- F. DSHS will either electronically transmit or mail the laboratory testing results to TJJD. If TJJD wants these results sent to them in a manner other than the method(s) described above, then TJJD agrees to pay any additional charges associated with resending these results.
- G. TJJD agrees to pay for laboratory testing services that have been requested by them before the end of the Term of the Contract, but is completed by DSHS after the end of the Term of the Contract.
- H. TJJD will make payments for laboratory testing services to DSHS from its current revenues.
- I. TJJD will remit payment for all tests requested by them and completed by DSHS as provided for in Sections VI and VII.
- J. In addition to any other actions authorized under this Contract, DSHS reserves the right to suspend this laboratory testing services provided to TJJD, if the TJJD fails to remit payment as provided for in Sections VI and VII, until any payment issues are resolved.

V. Fees.

- A. The fees that DSHS will charge the TJJD for performing laboratory testing services under this Contract are in the TAC Fee Schedule.
- B. During the Term of the Contract, fees for laboratory testing services requested by the TJJD may change due to modifications to the TAC Fee Schedule, which have been finally adopted into TAC Rule by DSHS as provided for in Chapter 2001 of the Texas Government Code.

VI. Billing.

- A. DSHS will send an itemized billing to TJJD on a monthly basis for all laboratory testing services requested by the TJJD under the TAC Fee Schedule and completed by DSHS. This billing will be sent through the U.S. Postal Service to the TJJD at:

Name: Texas Juvenile Justice Department
Office of Inspector General
Attn: Roland D. Luna, Chief Inspector General

Address: 11209 Metric Boulevard, Building H
Austin, Texas 78758

- B. TJJD will direct any billing inquiries either by phone at 512-776-7317 or email at labAR@dshs.state.tx.us.

VII. Payment Method.

- a. TJJD will remit payment to DSHS within thirty days after a bill is received by them. Payment by TJJD will be considered made on the date postmarked. TJJD agrees that the DSHS has the sole discretion to immediately cease all services provided under this contract to TJJD if its account payment is delinquent for 90 days or longer.
- b. The total amount of this Contract will not exceed \$5,000.
- c. TJJD will send payments to DSHS at:

Department of State Health Services
Cash Receipts Branch MC 2004
P.O. Box 149347
Austin, TX 78714-9347

VIII. Representatives. The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

TJJD	DSHS:
Roland D. Luna Chief Inspector General Texas Juvenile Justice Department 11209 Metric Blvd., Building H Austin, Tx 78758 P: 512.490.7720 E: roland.luna@tjjd.texas.gov	Carl Hogberg Laboratory Services Section, MC 1947 Texas Department of State Health Services P.O. Box 149347 Austin, TX 78714-9347 P: 512-776-3368 E: carl.hogberg@dshs.state.tx.us

IX. General Terms and Conditions.

- A. **Governing Law.** Regarding all issues related to this Contract’s formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract will be governed by and construed in accordance with the laws of the State of Texas.
- B. **Amendment.** This Contract may be modified by written amendment signed by the Parties.
- C. **Confidentiality.**
 - 1. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI) or other information or records made confidential by law.
 - 2. TJJD will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.

3. TJJD will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.
4. Notwithstanding any provision relating to confidentiality, the confidential information held by DSHS may be disclosed to a third party pursuant to the Texas Public Information Act (Texas Government Code Chapter 552), any open records decision or ruling by the Attorney General that such information constitutes public information or as otherwise provided by law.

- D. Exchange of Client-Identifying Information.** If this Contract concerns client-identifying information, except as prohibited by other law, TJJD and DSHS may exchange PHI without the consent of clients in accordance with 45 Code of Federal Regulation § 164.504(e)(3)(i)(B), Texas Health and Safety Code § 533.009 and other applicable law or rules.
- E. Records Retention.** DSHS will retain records in accordance with DSHS State of Texas Records Retention Schedule at <http://www.dshs.state.tx.us/records/schedules.shtml>, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.
- F. Severability.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.
- G. Notice.** Any notice required or permitted to be given under this Contract will be in writing and sent to the respective Party's Representative in Section VIII. Notice will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified in writing by the Party to the other Party, or, if sent by certified mail, on the date of receipt.
- H. Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under the Contract.
- I. Assignment.** Neither DSHS nor TJJD will not transfer, assign, or sell its interest, in whole or in part, in this Contract without prior written consent by both Parties.
- J. Suspension of Services Under This Contract.** In the event of an emergency or information technology system failure, DSHS may temporarily suspend services without advance notice.
- K. Termination.**
1. **Convenience.** This Contract may be terminated by mutual agreement of both Parties. Either Party may terminate this Contract without cause by giving 30 days written notice of its intent to terminate to the non-terminating Party.

2. **Cause.** This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract.
3. **Notice of Termination.** Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section VIII.
4. **Transition after Termination.** At the end of the Term of this Contract or termination as provided for in this Section, the parties will equitably settle their respective accrued interests or obligations incurred prior to termination.

By signing below, the Parties agree that this Contract constitutes the entire legal and binding agreement between them. The Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the authority to execute this Contract on behalf of their respective Party.

DEPARTMENT OF STATE HEALTH
SERVICES

TEXAS JUVENILE JUSTICE DEPARTMENT



Janna Zumbrun, MSSW
Assistant Commissioner
Disease Control and Prevention Services

7/13/15
Date



Name: David Perry
Title: E.D.
Address:

Phone: 512-490-7004
Email: David.Perry@tjtd.gov
8/31/2015

Date