DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2010-032663 (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 $26,715.00, 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 09/01/2009 and ends on 08/31/2010. 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:

      2010-032663-001 RLSS-LOCAL PUBLIC HEALTH SYSTEM

   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 attached

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 #3100
MCKINNEY, TX 75071-8517
Vendor Identification Number: 17560008736026

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

By: Bob Burnette
Signature of Authorized Official

9/14/09
Date

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

COLLIN COUNTY HEALTH CARE SERVICES

By: Keith A. Self
Signature

8/26/09
Date

Keith Self, President
Printed Name and Title

2300 Bloomdale Road Suite 4192
Address

McKinney, TX 75071
City, State, Zip

(972) 548-4631
Telephone Number

E-mail Address for Official Correspondence

DOCUMENT NO. 2010-032663-
ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000352949

CONTRACTOR: COLLIN COUNTY HEALTH CARE SERVICES

DSHS PROGRAM: RLSS-LOCAL PUBLIC HEALTH SYSTEM

TERM: 09/01/2009 THRU: 08/31/2010

SECTION I. SCOPE OF WORK:

CONTRACTOR shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this contract Attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

CONTRACTOR shall comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
- Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".

CONTRACTOR shall not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

CONTRACTOR shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

DSHS shall inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this contract Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

SECTION II. PERFORMANCE MEASURES

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY10 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit A.

CONTRACTOR shall provide activities and services as submitted by CONTRACTOR in the following county(ies)/area: Collin

SECTION III. SOLICITATION DOCUMENT: Exempt – Governmental Entity

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Cost Reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and include acceptable supporting documentation of the required services/deliverables if indicated in the attached Exhibit A. Vouchers and supporting documentation can be faxed to Claims Processing Unit at (512) 458-7442. The email address is invoices@dshs.state.tx.us.

Invoices and supporting documentation shall be submitted to the following address:

Department of State Health Services
Fiscal Claims Processing Unit
P.O. Box 149347, MC 1940
Austin, Texas 78714-9147

SECTION VII. BUDGET:

SOURCE OF FUNDS: State and CFDA#93.991

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, Section **1.03 Reporting** Article, are revised to include the following paragraph:

Contractor shall submit quarterly and final performance reports that describe progress toward achieving the objectives contained in approved Contractor's Service Delivery Plan and any written revisions. Contractor shall submit the performance reports by the end of the month following the end of each quarter, in a format to be provided by DSHS. Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department. Reports should be sent electronically to: LocalPHTeam@dshs.state.tx.us or by facsimile to 512-458-7154. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director. The report signature page should be sent via mail to:

DSHS Regional and Local Health Services
Attn: Local Services Team
1100 West 49th Street
P.O. BOX 149347 MC1908
Austin, Texas, 78714-9347.

General Provisions, Section **4.05 Financial Status Reports (FSRs). Article is revised to include the following paragraph:**

Contractor shall submit a copy of the quarterly FSRs to the Contract Management Unit in addition to Accounts Payable by the thirtieth calendar day of the month following the end of each quarter of the Program Attachment term for Program review. Reports should be sent electronically to: LocalPHTeam@dshs.state.tx.us, or may be sent via mail to DSHS Regional and Local Health Services – MC 1908, Attn: Local Services Team, 1100 West 49th Street, Austin, Texas, 78756, or by facsimile to 512-458-7154.

General Provisions, Section 12.01 **Responsibilities and Restrictions Concerning Governing Board, Officers and Employees**, is not applicable to this program Attachment.

2010-032663-001

Categorical Budget:

FRINGE BENEFITS	$6,954.00
EQUIPMENT	$0.00
CONTRACTUAL	$0.00
TOTAL DIRECT CHARGES	$26,715.00
TOTAL	$26,715.00
CONTRACTOR SHARE	$0.00

Total reimbursements will not exceed $26,715.00

Financial status reports are due: 12/31/2009, 03/31/2010, 06/30/2010, 10/31/2010

Updated on 4/30/2009

EXHIBIT A

Texas Department of State Health Services

FY 2010 Request for Local Public Health Services Funds

Budget Narrative and Personnel Detail Forms

Contract Term: September 1, 2009 through August 31, 2010

The following Budget Narrative must be completed and submitted by the due date in order to renew the Local Public Health Services Contracts. The justification must address how resources (personnel, travel, supplies, etc) funded through the LPHS contract will be used to accomplish the proposed Service Delivery Plan.

Local Health Department: Collin County Health Care Services		
Address: 825 N. McDonald Street, #130		**City, State, Zipcode**: McKinney, TX 75069
Prepared by: Patsy Morris	**Telephone:** 972-548-5503	**Email:** pmorris@co.collin.tx.us

Budget Narrative: ***Complete the budget table below by showing the breakdown by budget category. Also, include a brief description of how these categorical funds will be used to meet the proposed objective(s) as outlined in the Service Delivery Plan.***

Budget Category	Amount	Justification of Resources - *Briefly describe how the funds in each category will be used to meet the proposed objective(s). (Include the public health issue if the Plan will include more than one public health issue.)*
Personnel – *Please provide % of time, position title and list major responsibilities for each funded position.*	**$19,761.00**	***Use attached Personnel Detail Form. For each position, include all major activities this individual will conduct associated with the contract.*** **Diagnose and investigate community health hazards (ESPH #2)**
Fringe	**6,954.00**	**N/A** (No justification required for this category.)
Travel – *Please describe how travel costs directly support achievement of performance measures.*	**0**	
Equipment		***Equipment items must be submitted separately using the "EQUIPMENT Budget Category Detail Form" attached. Funding of "one-time" purchases will be considered using "one-time funds" identified (not from contract base budgets) if available during the fiscal year.***
Supplies – *Cannot include items considered as equipment (see attached equipment definition).*	**0**	
Contractual	**0**	
Other	**0**	
Total Amount Requested	**$26,715.00**	**N/A** (No justification required for this category.)

Signature: _____ **Date:** _____

Updated on 4/30/2009

EXHIBIT A
Texas Department of State Health Services
FY 2010 Request for Local Public Health Services Funds
Personnel Detail Form
Contract Term: September 1, 2009 through August 31, 2010

Legal Name of Applicant: Collin County Health Care Services

Functional Title + Code E=Existing or P=Proposed	% Time	Certification/ License Required	Total Annual Salary	Salary Requested for Project	Vacant Y/N	Justification
TB/RN-E	35	Yes	$56,459.00	19,761.00	N	Provides programmatic oversight and programmatic accountability of TB policies and procedures. (There are 7 full time TB employees. This is only a small portion of Collin County's total expenditure for TB).

INSTRUCTIONS: Enter the following information for each position on the PERSONNEL Detail Form: functional title, whether the position is existing (E) or proposed (P); % of time dedicated to the project; any certification or license an individual must possess to be qualified for the position; the total annual salary; the amount of DSHS funds requested for this position's	**Salary Amount**	$ 19,761.00
	Fringe Benefit Amount	$ 6,954.00

salary; indicate whether the position is vacant (Y) or filled (N); and the justification for the position. Last printed 7/30/2009 4:46:00 PMJustification should include a brief description of the position's primary responsibilities and an explanation on how the position will accomplish the objectives outlined in the Project Service Delivery Plan.	TOTAL SALARY AMOUNT	$ 26,715.00

Updated on 4/30/2009

EXHIBIT A

Texas Department of State Health Services

FY 2010 Request for Local Public Health Services Funds

Personnel Detail Form

Contract Term: September 1, 2009 through August 31, 2010

EXAMPLE

Legal Name of Applicant: Apple County Health Department

Functional Title + Code E=Existing or P=Proposed	% Time	Certification/ License Required	Total Annual Salary	Salary Requested for Project	Vacant Y/N	Justification
Program Director (E)	5%		$42,000	$2,100	N	Provides programmatic oversight and sign off on program strategic planning
Case Manager (P)	5%		$36,000	$1,800	Y	Provides case management services and training
Outreach Counselor (E)	100%		$24,000	$24,000	N	Provides outreach/case management services

INSTRUCTIONS: Enter the following information for each position on the PERSONNEL Detail Form: functional title, whether the position is existing (E) or proposed (P); % of time dedicated to the project; any certification or license an individual must possess to be qualified for the position; the total annual salary; the amount of DSHS funds requested for this position's salary; indicate whether the position is vacant (Y) or filled (N); and the justification for the position. Last printed 7/30/2009 4:46:00 PMJustification should include a brief description of the position's primary responsibilities and an explanation on how the position will accomplish the objectives outlined in the Project Service Delivery Plan.

Salary Amount	$27,900
Fringe Amount	$4,032
TOTAL SALARY AMOUNT	$31,932