

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001289-02**



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 Collin County (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 \$26,715.00.
- 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 09/01/2013 and ends on 08/31/2014. 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:** RLSS/LPHS RLSS/Local Public Health System-PnP

7. Statement 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 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 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.

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 that projected in Contractor's total Contract 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.

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY14 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit.

BILLING INSTRUCTIONS:

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link <http://www.dshs.state.tx.us/cmeps/>. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00025

RLHS GOLIVE LPHS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2014

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.991, State, State

14. DUNS Number:

074873449

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Project Service Delivery Plan	Quarterly	09/01/2013	11/30/2013	12/30/2013
Project Service Delivery Plan	Quarterly	12/01/2013	02/28/2014	03/31/2014
Project Service Delivery Plan	Quarterly	03/01/2014	05/31/2014	06/30/2014
Project Service Delivery Plan	Quarterly	06/01/2014	08/31/2014	09/31/2014
Financial Status Report	Quarterly	09/01/2013	11/30/2013	12/30/2013
Financial Status Report	Quarterly	12/01/2013	02/28/2014	03/31/2014
Financial Status Report	Quarterly	03/01/2014	05/31/2014	06/30/2014
Financial Status Report	Quarterly	06/01/2014	08/31/2014	10/31/2014

16. Special Provisions

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

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.

Programmatic Reporting Submission Requirements:

Reports and Report signature page should be sent electronically to:

LocalPHTeam@dshs.state.tx.us, or the signature page can sent by facsimile to 512-776-7391. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director.

See Programmatic Reporting Requirements section for required reports.

General Provisions, ARTICLE II SERVICES, Section 2.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

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

General Provisions, Section 12.20 Equipment (Including Controlled Assets) Purchases, is revised to include the following:

For the purpose of this Program Attachment, equipment is not approved as part of the base budget for LPHS. The funds are for direct services. Although, at mid-year of the contract term, if funds are identified as not being used, the funds may be used to purchase equipment in the 3rd quarter of the contract or program attachment term. Contractor must submit proposal to redirect funds with justification as to how the equipment helps achieve the goals, objectives, and deliverables outlined in Exhibit A (Project Service Delivery Plan). The proposal must be submitted to the contract manager assigned to the program attachment.

General Provisions, General Terms Article VIII, Amendment Section 13.15, is amended to include the following:

Contractor must submit all amendment and revision requests electronically through the Contract Management and Procurement System (CMPS) at least 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) 2014-001289-02
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budgets

- d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
- e. Exhibits Exhibit 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.

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: Collin County
Vendor Identification Number: 17560008736 004

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, including any attachments and addendums.

Department of State Health Services

By: Patty Melchior
Signature of Authorized Official
02/21/2014
Date

Patty Melchior
Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip
(512) 776-7825
Telephone Number
patty.melchior@dshs.state.tx.us
E-mail Address

Collin County

By: Keith Self
Signature of Authorized Official
01/28/2014
Date

Keith Self County Judge
Name and Title
2300 Bloondale Rd, Suite 3100
Address
McKinney Texas 75071
City, State, Zip
(972) 548-4638
Telephone Number
keith.self@co.collin.tx.us
E-mail Address

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Document Information: [RLHS-2014-Collin C-00005](#)

Parent Information: [RLHS-2013-Collin C-00053](#)

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AMENDMENT SIGNATURE

The Department of State Health Services (DSHS) and Collin County (Contractor) agree to amend Contract 2014-001289 in accordance with this Amendment 01: RLSS/Local Public Health System-PnP.

Amendment effective date:

Purpose for the amendment:

Amendment needed to add the 19% Restoration of PHHSBG Funds.

Retro-Effective Date: 10/01/2013

This amendment has a retroactive effective date because the amendment module in CMPS did not become accessible until November 2013.

Therefore, DSHS and Contractor agree as follows:

Change No: 01

Increase funding, 19% restoration of PHHSBG funds.

Current: Detail Budget:

Personnel: \$16,518
 Fringe Benefits: \$5,121
 Travel: \$0
 Equipment: \$0
 Supplies: \$0
 Contractual: \$0
 Other: \$0
 Sub-total: \$21,639
 Indirect Cost: \$0
 Match: \$0
 Total: \$21,639

Section 2 of Contract Print, Total Amount
 \$21,639

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Revised: Detail Budget:

Personnel: \$21,600
 Fringe Benefits: \$5,115
 Travel: \$0
 Equipment: \$0
 Supplies: \$0
 Contractual: \$0
 Other: \$0
 Sub-total: \$26,715
 Indirect Cost: \$0
 Match: \$0
 Total: \$26,715

Section 2 of Contract Print, Total Amount
 \$26,715

252 of 4000

Change No: 02

Programmatic Reporting Dates

Current: Section 15. Of Contract Print, Programmatic Reporting Requirements

4th Quarter

Period Begin 07/01/2014 Due Date 10/31/2014

Revised: Section 15. Of Contract Print, Programmatic Reporting Requirements

Is revised to correct the Period Begin and Due Date of the 4th Quarter.

Period Begin 06/01/2014 Due Date 09/30/2014

Change No: 03

Financial Status Report

Current: Section 15. Of Contract Print, Programmatic Reporting Requirements

Waiver letter remains in effect. FSR due dates noted below.

Revised: Section 15. Of Contract Print, Programmatic Reporting Requirements

Is revised to include the following:

REPORT NAME DUE DATE	FREQUENCY	PERIOD BEGIN	PERIOD END	PERIOD END
Financial Status Report	Quarterly	09/01/2013	11/30/2013	12/30/2013
Financial Status Report	Quarterly	12/01/2013	02/28/2014	03/31/2014
Financial Status Report	Quarterly	03/01/2014	05/31/2014	06/30/2014
Financial Status Report	Quarterly	06/01/2014	08/31/2014	10/31/2014

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Contractor Signature

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums. *

Signed by:

Date Signed:

1/28/14

DSHS Signature

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums. *

Signed by:

Date Signed:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
<input checked="" type="checkbox"/>	Amendment Signature		Medina, Elma - RLHS 1/6/2014 11:20:43 AM	Medina, Elma - RLHS 1/6/2014 11:25:05 AM
<input checked="" type="checkbox"/>	DSHS Amendment		Medina, Elma - RLHS 1/6/2014 10:25:54 AM	Medina, Elma - RLHS 1/6/2014 10:43:04 AM
<input type="checkbox"/>	Modification Request			