

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT 2016-003785-00**



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 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 \$78,475.00.

**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 09/01/2015 and ends on 08/31/2016. 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:** As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

**6. Program Name:** IDCU/SUR Infectious Disease Control Unit/ Surveillance and Epidemiology Activities

## 7. Statement of Work:

Contractor must perform surveillance and epidemiology activities for all notifiable conditions listed in 25 TAC §97.3. Contractor will assign the Epidemiologist funded by this contract to be responsible for all notifiable conditions, or will assign certain conditions for infectious disease preparedness and outbreak response activities and investigations.

Contractor will provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;

Contractor will 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 must, as directed by DSHS:

1. Retain an Epidemiologist primarily dedicated to notifiable conditions surveillance and epidemiology activities, including infectious disease preparedness and outbreak response activities and investigations. The Epidemiologist must have qualifications in epidemiology and public health infectious disease surveillance and epidemiology, preferably with a Masters of Public Health (MPH) degree or at least two years working experience as an Epidemiologist to perform and track the following deliverables;
2. Assign this Epidemiologist to attend the annual Epidemiology and Laboratory Capacity Epidemiology Workshop provided by the Emerging and Acute Infectious Disease Branch (EAIDB) or other EAIDB-approved substitute training;
3. Respond to all disease reports from laboratories, health care providers, and other disease reporters such as school nurses and health care facility administrators;
4. Provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;
5. Complete all Surveillance and Case Investigation activities relevant to the disease as outlined in The Emerging and Acute Infectious Disease Guidelines (available at <http://www.dshs.state.tx.us/idcu>);
6. Attempt to administer one-hundred percent (100%) of EAIDB-requested questionnaires for which contact information is complete as soon as possible but no later than two (2) business days after receipt of request to administer questionnaire. Attempts to administer questionnaires related to the outbreaks and notifiable conditions must include at least one (1) attempt to contact case-patients after-hours if unable to contact during normal business hours after three (3) attempts;
7. Complete and submit at least seventy-five percent (75%) of questionnaires related to all pertinent case and outbreak investigations within five (5) business days after initial report and/or assignment by DSHS. Completed questionnaires include those in which the case-patient is contacted but refuses some or the entire questionnaire. Questionnaires for which no contact is made with case-patient do not constitute a completed interview;
8. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;

9. Investigate and document at least ninety percent (90%) of confirmed and probable notifiable conditions and outbreak cases correctly and completely within thirty (30) days of initial report to public health in National Electronic Disease Surveillance System (NEDSS) in accordance with DSHS Emerging and Acute Infectious Disease Investigation Guidelines

[www.dshs.state.tx.us/idcu/health/infection\\_control/Investigation-Guidance](http://www.dshs.state.tx.us/idcu/health/infection_control/Investigation-Guidance);

10. Coordinate with hospitals and clinics within their jurisdiction to have at least ninety percent (90%) of laboratory specimens in 25 TAC §97.3 and/or those related to assigned outbreak investigations sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified contract laboratory for confirmatory and/or molecular testing as designated by DSHS;

11. Enter all pertinent case investigation data correctly and completely in NEDSS within five (5) business days of completion of investigation of each case interview; and

12. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS.

DSHS shall:

1. Host the Epidemiology and Laboratory Capacity Epidemiology Workshop to provide training;
2. Send all such written instructions to Contractor by appropriate means, depending upon whether the information being transferred is confidential or non-confidential; and
3. Schedule conference calls as needed with Contractor to discuss progress toward accomplishing activities requirements of this contract (including the final, approved work plan, which is hereby incorporated by reference into this contract) and to evaluate project operations.

Contractor must comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this Program Attachment; and with any letters or memos with rules, policies or other written instructions provided to Contractor resulting from changes to State requirements applicable to funding sources.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor must inform DSHS, in writing, if it will not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within reasonable period-of-time as determined by DSHS.

Contractor must not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also support activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity. Contractor must make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

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 what is projected in Contractor's total Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after sixty (60) days may result

in a decrease in funds.

Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract. Link for CFPM manual: <http://www.dshs.state.tx.us/contracts/cfpm.shtm>.

## PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Contractor must:

1. Provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;
2. Attend the annual Epidemiology and Laboratory Capacity Epidemiology Workshop provided by EAIDB or other EAIDB-approved substitute training.
3. Participate in monthly conference calls with the EAIDB to provide updates, progress reports, and other necessary communications;
4. Participate in outbreak/cluster-related conference calls and responses relevant to the jurisdiction hosted by the Centers for Disease Control and Prevention (CDC) or DSHS;
5. Assure and monitor that at least ninety percent (90%) of isolates from reported positive cases of conditions listed in 25 TAC §97.3 for which isolates are required from hospitals and clinics within the jurisdiction and/or those related to outbreak investigations are sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified public health laboratory for confirmatory and/or molecular testing as designated by DSHS;
6. Administer and complete questionnaires within five (5) business days with at least seventy-five (75%) percent completion rate. Completed questionnaires include those in which the case-patient is contacted but refuses some or the entire questionnaire. Questionnaires for which no contact is made with case-patient do not constitute a completed questionnaire;
7. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;
8. If not already a certified NEDSS user, submit a signed and dated copy of the NEDSS Confidentiality and Data Use Oath to DSHS for all individuals permitted to access NEDSS data, and attend DSHS training and complete certification within thirty (30) days of hire;
9. Investigate and document at least ninety percent (90%) of confirmed and probable notifiable conditions cases correctly and completely within thirty (30) days of initial report to public health in NEDSS in accordance with DSHS Emerging and Acute Infectious Disease Investigation Guidelines [www.dshs.state.tx.us/idcu/health/infection\\_control/Investigation-Guidance/](http://www.dshs.state.tx.us/idcu/health/infection_control/Investigation-Guidance/)

10. Submit a monthly list of all reported clusters, outbreaks, and information on investigation findings on the tracking sheet provided by DSHS. Reports are due on the 15th calendar day of each month beginning October 15, 2015. Each report must cover activities that occurred during the preceding month. Report due dates that fall on a weekend or holiday will be due the first business day after the 15th of the month. Submit the list via electronic mail to EAIDBcontracts@dshs.state.tx.us. All reports should be clearly identified with the Contractor Name, Contract Number, Program ID, and the month of the report;

11. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS;

12. Enter all pertinent case investigation data correctly and completely in NEDSS within five (5) business days of completion of investigation of each case interview; and

13. Monitor the foodborne illness or any other surveillance kits to assure that materials have not expired, and transfer kit materials as needed/requested to other jurisdictions to optimize utilization.

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, MC1940  
Texas Department of State Health Services  
1100 West 49th Street  
PO Box 149347  
Austin, TX 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

Collin County

**10. Procurement method:**

Non-Competitive

Interagency/Interlocal

GST-2016-Solicitation-00019

DCPS FY16 IDCU/SUR NEW CONTRACT

**11. Renewals:**

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2016

**12. Payment Method:**

Cost Reimbursement

**13. Source of Funds:**

STATE

**14. DUNS Number:**

074873449

**15. Programmatic Reporting Requirements:**

| <b>Report Name</b>      | <b>Frequency</b> | <b>Period Begin</b> | <b>Period End</b> | <b>Due Date</b> |
|-------------------------|------------------|---------------------|-------------------|-----------------|
| Progress Report         | Monthly          | 09/01/2015          | 09/30/2015        | 10/15/2015      |
| Progress Report         | Monthly          | 10/01/2015          | 10/31/2015        | 11/15/2015      |
| Progress Report         | Monthly          | 11/01/2015          | 11/30/2015        | 12/15/2015      |
| Progress Report         | Monthly          | 12/01/2015          | 12/31/2015        | 01/15/2016      |
| Progress Report         | Monthly          | 01/01/2016          | 01/31/2016        | 02/15/2016      |
| Progress Report         | Monthly          | 02/01/2016          | 02/29/2016        | 03/15/2016      |
| Progress Report         | Monthly          | 03/01/2016          | 03/31/2016        | 04/15/2016      |
| Progress Report         | Monthly          | 04/01/2016          | 04/30/2016        | 05/15/2016      |
| Progress Report         | Monthly          | 05/01/2016          | 05/31/2016        | 06/15/2016      |
| Progress Report         | Monthly          | 06/01/2016          | 06/30/2016        | 07/15/2016      |
| Progress Report         | Monthly          | 07/01/2016          | 07/31/2016        | 08/15/2016      |
| Progress Report         | Monthly          | 08/01/2016          | 08/31/2016        | 09/15/2016      |
| Financial Status Report | Quarterly        | 09/01/2015          | 11/30/2015        | 12/31/2015      |
| Financial Status Report | Quarterly        | 12/01/2015          | 02/29/2016        | 03/31/2016      |
| Financial Status Report | Quarterly        | 03/01/2016          | 05/31/2016        | 06/30/2016      |
| Financial Status Report | Quarterly        | 06/01/2016          | 08/31/2016        | 10/15/2016      |

**Submission Instructions:**

Performance Measure Reports should be sent by electronic mail to [EAIDBcontracts@dshs.state.tx.us](mailto:EAIDBcontracts@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](mailto:invoices@dshs.state.tx.us).



## **16. Special Provisions**

General Provisions, ARTICLE XIV, GENERAL TERMS, Section 14.12 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)      2016-003785-00
- b. General Provisions              Subrecipient General Provisions
- c. Attachments                      Budget
- 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:                                      Collin County  
Vendor Identification Number:      17560008736

**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**

By: Janna Zumbrun  
Signature of Authorized Official  
09/22/2015  
Date

Janna Zumbrun Assistant Commissioner  
Name and Title  
1100 West 49th Street  
Address  
Austin, TX 78756-4204  
City, State, Zip  
(512) 776-7825  
Telephone Number  
janna.zumbrun@dshs.state.tx.us  
E-mail Address

**Collin County**

By: Keith Self  
Signature of Authorized Official  
09/15/2015  
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

### Budget Summary

Organization Name: Collin County

Program ID: IDCU/SUR

Contract Number: 2016-003785-00

#### Budget Categories

| Budget Categories  | DSHS Funds Requested | Cash Match    | In Kind Match Contributions | Category Total     |
|--------------------|----------------------|---------------|-----------------------------|--------------------|
| Personnel          | \$56,580.00          | \$0.00        | \$0.00                      | \$56,580.00        |
| Fringe Benefits    | \$19,961.00          | \$0.00        | \$0.00                      | \$19,961.00        |
| Travel             | \$987.00             | \$0.00        | \$0.00                      | \$987.00           |
| Equipment          | \$0.00               | \$0.00        | \$0.00                      | \$0.00             |
| Supplies           | \$287.00             | \$0.00        | \$0.00                      | \$287.00           |
| Contractual        | \$0.00               | \$0.00        | \$0.00                      | \$0.00             |
| Other              | \$660.00             | \$0.00        | \$0.00                      | \$660.00           |
| Total Direct Costs | \$78,475.00          | \$0.00        | \$0.00                      | \$78,475.00        |
| Indirect Costs     | \$0.00               | \$0.00        | \$0.00                      | \$0.00             |
| <b>Totals</b>      | <b>\$78,475.00</b>   | <b>\$0.00</b> | <b>\$0.00</b>               | <b>\$78,475.00</b> |

## Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

|                           |  |                    |            |
|---------------------------|--|--------------------|------------|
| Organization Name         | Collin County                              |                    |            |
| Address                   | 2300 Bloomdale Rd, Suite 3100              | State              | Texas      |
| City                      | McKinney                                   | Zip Code (9 digit) | 75071      |
| Payee Name                | Collin County                              |                    |            |
| Address                   | Auditors Office<br>2300 Bloondale Rd #3100 | State              | TX         |
| City                      | McKinney                                   | Zip Code (9 digit) | 75071-8517 |
| Vendor Identification No. | 17560008736                                | MailCode           | 026        |
| Payee DUNS No.            | 074873449                                  |                    |            |

1. Did your organization have a gross income, from all sources, of more than \$300,000 in your previous tax year?

Yes  No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

Yes  No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

Yes  No

4. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes

No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.

Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1

Name                    Jeff May  
Email                    JMay@co.collin.tx.us  
Telephone                (972) 548-4641

FFATA Contact Person #2

Name                    Janna Benson-Caponera  
Email                    JBenson-Caponera@co.collin.tx.us  
Telephone                (972) 548-4638

As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature

Date

Keith Self

09/15/2015

DCPS FY16 IDCU/SUR NEW CONTRACT

Organization: Collin County

DCPS-2016-IDCU/SUR-00015

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

Organization Name Collin County  
Address 2300 Bloomdale Rd, Suite 3100  
City McKinney State Texas Zip Code (9 digit) 75071

Payee Name Collin County  
Address Auditors Office  
2300 Bloondale Rd #3100  
City McKinney State TX Zip Code (9 digit) 75071-8517

Vendor identification No. 17560008736 MailCode 026

Payee DUNS No. \* 074873449

1. Did your organization have a gross income, from all sources, of more than \$300,000 in your previous tax year? \*

Yes  No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

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Yes  No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.

Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

Identify contact persons for FFATA Correspondence. \*

DCPS FY16 IDCU/SUR NEW CONTRACT

Organization: Collin County

DCPS-2016-IDCU/SUR-00015

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

FFATA Contact Person #1

Name\* Jeff May  
Email\* JMay@co.collin.tx.us  
Telephone\* (972) 548-4641

FFATA Contact Person #2

Name\* Janna Benson-Capnera  
Email\* JBenson-Capnera@co.collin.tx.us  
Telephone\* (972) 548-4638

- ✓ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

|             |           |
|-------------|-----------|
| E-Signature | Date      |
| Keith Self  | 9/15/2015 |