

## DEPARTMENT OF STATE HEALTH SERVICES



The contracts listed below in Section 6 (Contracts), are 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 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 Contracts.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of these Contracts is \$1,314,777.00, and the payment method(s) shall be as specified in the Contracts.
3. **Funding Obligation.** These Contracts are 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 these Contracts, DSHS may restrict, reduce, or terminate funding under any or all of these Contracts.
4. **Term of the Contract.** These Contracts begin on 9/01/2013 and ends on 8/31/2014. DSHS has the option, in its sole discretion, to renew these Contracts as provided in each Contract. DSHS is not responsible for payment under these Contracts before both parties have electronically signed the Contracts or before the start date of the Contracts, whichever is later.
5. **Authority.** DSHS enters into these Contracts under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contracts consists of the following:
  - a. Delegated Signature Page (this document)
  - b. Contracts:  
  
2014-001265-00  
2014-001266-00  
2014-001267-00  
2014-001289-00  
2014-001388-00  
2014-001394-00
  - c. General Provisions (Sub-recipient)
  - d. Solicitation Document(s), and
  - e. Contractor's response(s) to the Solicitation Document(s).
  - f. Exhibits

Any changes made to these Contracts, whether by edit or attachment, do not form part of the Contracts 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 these Contracts, the order of control is first the Delegated Signature Page, then the Contracts, then the General Provisions, then the Solicitation Document(s), 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 these Contracts:

Name: Collin County  
Address: 2300 Bloomdale Rd, Suite 3100  
McKinney, TX 75071  
Vendor Identification Number:17560008736

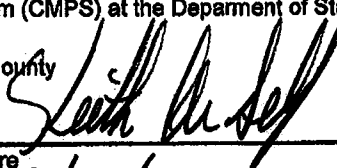
9. **Entire Agreement.** The Parties acknowledge that these Contracts are the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of these Contracts, other than as set forth in these Contracts.

By signing below, the Contractor acknowledges that it has read the Contracts and agree to its terms, and that the person whose signature appears below has the requisite authority to execute these Contracts on behalf of the named party to electronically sign on behalf of (Organization) in the Contract Management and Procurement System (CMPS) at the Department of State Health Services (DSHS).

Collin County

By:

Signature



9/17/13

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

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT 2014-001289-00**



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 , (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 \$21,639.00.
- 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](mailto:CMPS@dshs.state.tx.us) or call 1-855-312-8474.

## **8. Service Area**

Collin County

**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:**

STATE, 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>
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	07/01/2014	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) 2014-001289-00
- 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: David Gruber  
Signature of Authorized Official  
09/20/2013  
Date

Name and Title  
1100 West 49th Street  
Address  
Austin, TX 787-4204  
City, State, Zip

Telephone Number

E-mail Address

**Collin County**

By: Keith Self  
Signature of Authorized Official  
09/18/2013  
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

**EXHIBIT A (WORK PLAN)**

Organization Name: Collin County  
Contract Number: 2014-001288-00  
Contract Term: 9/1/2013 - 8/31/2014  
Program ID: RLSS/LPHS  
Program Name: RLSS/Local Public Health System-PnP

**EXHIBIT A**

**FY 2014 Request for Local Public Health Services Funds**

**Project Service Delivery Plan**

**Texas Department of State Health Services**

**Local Health Department: Collin County Health Care Services**

**Contract Term: September 1, 2013 through August 31, 2014**

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

**PUBLIC HEALTH ISSUE:** Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.

**TB – There has been a significant increase in the number of TB cases over the past few years. At the end of FY2012 there were 20 cases.**

**ESSENTIAL PUBLIC HEALTH SERVICE(s): List the EPHS(s) that will be provided or supported with LPHS Contract funds**

**EPHS#2 Diagnose and investigate community health hazards.**

**OBJECTIVE(s): List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)**

**Offer patient therapy within the clinic as well as DOT to all active TB cases and LTBI's.**

**PERFORMANCE MEASURE: List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.**

**Report will reflect all cases reported as well as treatment received and/or offered for LTBI's.**

**ACTIVITIES List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.**

**Provide drug therapy to all active TB cases and LTBI's.**

**EVALUATION AND IMPROVEMENT PLAN List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.**

**The standard will be in accordance with TB guidelines.**

**DELIVERABLE Describe the tangible evidence that the activity was completed.**

## 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.***

<b>Legal Name of Contractor:</b>  Collin County	<b>FFATA Contact # 1 Name, Email and Phone Number:</b>  Jeff May <u><a href="mailto:jmay@co.collin.tx.us">jmay@co.collin.tx.us</a></u> (972) 548-4641																			
<b>Primary Address of Contractor:</b>  2300 Bloomdale Rd, Suite 3100 McKinney, Texas 75071-8517	<b>FFATA Contact #2 Name, Email and Phone Number:</b>  Janna Benson-Caponera <u><a href="mailto:jbenson-caponera@co.collin.tx.us">jbenson-caponera@co.collin.tx.us</a></u> (972) 548-4638																			
<b>ZIP Code: 9-digits Required <a href="http://www.usps.com">www.usps.com</a></b>  <table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td>7</td><td>5</td><td>0</td><td>7</td><td>1</td><td>-</td><td>8</td><td>5</td><td>1</td><td>7</td> </tr> </table>	7	5	0	7	1	-	8	5	1	7	<b>DUNS Number: 9-digits Required <a href="http://www.sam.gov">www.sam.gov</a></b>  <table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td>0</td><td>7</td><td>4</td><td>8</td><td>7</td><td>3</td><td>4</td><td>4</td><td>9</td> </tr> </table>	0	7	4	8	7	3	4	4	9
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<b>State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits</b>  <table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td>1</td><td>7</td><td>5</td><td>6</td><td>0</td><td>0</td><td>0</td><td>8</td><td>7</td><td>3</td><td>6</td><td>0</td><td>2</td><td>6</td> </tr> </table>		1	7	5	6	0	0	0	8	7	3	6	0	2	6					
1	7	5	6	0	0	0	8	7	3	6	0	2	6							

<b>Printed Name of Authorized Representative</b>  Keith Self	<b>Signature of Authorized Representative</b>  
<b>Title of Authorized Representative</b>  County Judge	<b>Date</b>  

**Fiscal Federal Funding Accountability and Transparency Act  
(FFATA) CERTIFICATION**

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

Did your organization have a gross income, from all sources, of more than \$300,000 in your previous tax year?  Yes  No

If your answer is "No", skip questions "A", "B", and "C" and finish the certification.  
If your answer is "Yes", answer questions "A" and "B".

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**A. 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

**B. 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

If your answer is "Yes" to both question "A" and "B", you must answer question "C".  
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

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**C. 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 your answer is "Yes" to this question, where can this information be accessed?

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If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

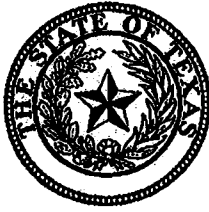
*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;  
Sally Tom:300000*

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**Provide compensation information here:**

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## TEXAS DEPARTMENT OF STATE HEALTH SERVICES

### CERTIFICATION REGARDING LOBBYING

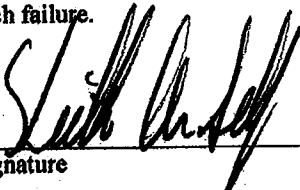
### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

### AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
Signature

9/17/13  
\_\_\_\_\_  
Date

Keith Self  
\_\_\_\_\_  
Print Name of Authorized Individual

2014-001289-00  
\_\_\_\_\_  
Application or Contract Number

Collin County  
\_\_\_\_\_  
Organization Name



[Details](#)You are here: > [Renewal Menu](#) > [Forms Menu](#) > Contract Execution Forms**SIGNATURE PAGE**

Contract Number 2014-001289-00  
 Program ID - Program Name RLSS/LPHS - RLSS/Local Public Health System-PnP  
 Contract Amount \$21,639  
 Contract Term 9/1/2013 - 8/31/2014







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

Signed By: Keith Self Date Signed: 9/18/2013

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

Signed By: David Gruber Date Signed: 9/20/2013

## Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	<a href="#">Certification Regarding Lobbying</a>		Self, Keith 9/18/2013 12:38:14 PM	Self, Keith 9/18/2013 2:13:52 PM
	<a href="#">Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification</a>		Self, Keith 9/18/2013 12:47:08 PM	
	<a href="#">Signature Page</a>		Self, Keith 9/18/2013 1:03:54 PM	Gruber, David 9/20/2013 7:46:11 AM
	<a href="#">General Provisions</a>			
	<a href="#">Contract Print</a>			
	<a href="#">Exhibit A</a>		Medina, Elma-Contractor 7/16/2013 4:06:20 PM	Medina, Elma - RLHS 8/14/2013 2:24:23 PM