

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-001289-00**



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 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 \$43,278.00.

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 08/31/2017. 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: RLSS/LPHS RLSS/Local Public Health System-PnP

7. Statement of Work:

Statement of Work:

A. CONTRACTOR will improve or strengthen local public health infrastructure within the State of Texas by:

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

B. 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 Healthy People 2020 (Healthy People) related goals and objectives, and DSHS Programmatic grant guidance and performance standards relative to the contractors identified scope of work, as well as 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.

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

1. Chapter 23-11 of the Healthy People 2020;
2. Section 121.002 of Texas Health & Safety Code;
3. Section 403.1055 of Texas Government Code.

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

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

F. DSHS will 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 Program Attachment within 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.

G. 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 90 days may result in a decrease in funds.

H. Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with

DSHS staff regarding the management of funds received under this Contract.
<http://www.dshs.state.tx.us/contracts/cfpm.shtm>.

PERFORMANCE MEASURES

A. CONTRACTOR will complete the Performance Measures as stated in the CONTRACTOR'S FY16 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit A.

B. CONTRACTOR will provide activities and services required under this Program Attachment in the Service Area designated in the most recent version of Section 8, "Service Area" of this contract.

See Programmatic Reporting Requirement section for required reports.

BILLING INSTRUCTIONS:

CONTRACTOR will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis with 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 listed below.

Claims Processing Unit, MC1940
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

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: 1 Date Renewals Expire: 08/31/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.991, 93.991, STATE

14. DUNS Number:

074873449

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Project Service Delivery Plan	Quarterly	09/01/2015	11/30/2015	12/31/2015
Project Service Delivery Plan	Quarterly	12/01/2015	02/29/2016	03/31/2016
Project Service Delivery Plan	Quarterly	03/01/2016	05/31/2016	06/30/2016
Project Service Delivery Plan	Quarterly	06/01/2016	08/31/2016	09/30/2016
Financial Status Report (FSR)	Quarterly	09/01/2015	11/30/2015	12/31/2015
Financial Status Report (FSR)	Quarterly	12/01/2015	02/29/2016	03/31/2016
Financial Status Report (FSR)	Quarterly	03/01/2016	05/31/2016	06/30/2016
Financial Status Report (FSR)	Quarterly	06/01/2016	08/31/2016	09/30/2016
Project Service Delivery Plan	Quarterly	09/01/2016	11/30/2016	12/31/2016
Project Service Delivery Plan	Quarterly	12/01/2016	02/28/2017	03/31/2017
Project Service Delivery Plan	Quarterly	03/01/2017	05/31/2017	06/30/2017
Project Service Delivery Plan	Quarterly	06/01/2017	08/31/2017	09/30/2017
Financial Status Report (FSR)	Quarterly	09/01/2016	11/30/2016	12/31/2016
Financial Status Report (FSR)	Quarterly	12/01/2016	02/28/2017	03/31/2017
Financial Status Report (FSR)	Quarterly	03/01/2017	05/31/2017	06/30/2017
Financial Status Report (FSR)	Quarterly	06/01/2017	08/31/2017	10/15/2017

Submission Instructions:

Contractor shall submit Project Service Delivery Plan (Exhibit A) report on a quarterly basis, as noted on the Exhibit A, to the contract manager by the end of the month following the end of each quarter. Submit to: LocalPHTeam@dshs.state.tx.us ; Fax #: 512/776-7391.

Contractor shall submit quarterly FSRs to Fiscal-Claims Processing Unit by the last business day of the month following the end of each quarter. Contractor shall submit the final FSR no later than 45 calendar days following the end of the applicable term.

Submit to: invoices@dshs.state.tx.us ; Fax #: 512/776-7442.

16. Special Provisions

General Provision, ARTICLE XIV, General Terms, Section 14.12, Amendment is revised 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.

General Provisions, ARTICLE II COMPLIANCE AND REPORTING, Section 2.05 Reporting, 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.

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 XXI Program Operations, Section 21.06 Responsibilities and Restrictions Concerning Governing Board, Officers and Employees, is not applicable to this program Attachment.

General Provisions, ARTICLE XXII Program Equipment and Supplies, Section 22.01 Equipment, is revised to include the following:

For the purpose of this Program Attachment, equipment is not approved as part of the base budget for RLSS/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.

17. Documents Forming Contract. The Contract consists of the following:

- | | |
|-----------------------------|---|
| a. Contract (this document) | 2016-001289-00 |
| b. General Provisions | Subrecipient General Provisions |
| c. Attachments | Budget |
| d. Declarations | Certification Regarding Lobbying, Fiscal Federal Funding
Accountability and Transparency Act (FFATA) Certification |
| e. Exhibits | FY16/17 Project Service Delivery Plan |

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: David Gruber
Signature of Authorized Official
08/12/2015
Date

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

Collin County

By: Keith Self
Signature of Authorized Official
07/31/2015
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

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- | | |
|-----------------------------|--|
| a. Contract (this document) | 2016-001289-00 |
| b. General Provisions | Subrecipient General Provisions |
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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:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 78756-4204
City, State, Zip

Telephone Number

E-mail Address

Collin County

By: 
Signature of Authorized Official

Date 8/24/15

Keith Self, President
Name and Title
2300 Brookdale Rd
Address
McKinney, TX 75070
City, State, Zip

972-548-4031
Telephone Number

E-mail Address

Budget Summary

Organization Name: Collin County

Program ID: RLSS/LPHS

Contract Number: 2016-001289-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$35,468.00	\$0.00	\$0.00	\$35,468.00
Fringe Benefits	\$7,810.00	\$0.00	\$0.00	\$7,810.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$43,278.00	\$0.00	\$0.00	\$43,278.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$43,278.00	\$0.00	\$0.00	\$43,278.00

CERTIFICATION REGARDING LOBBYING

Organization Name: Collin County
Contract Number: 2016-001289-00

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 than \$10,000 and not more than \$100,000 for each such failure.

☐ Applicable ☒ Non- Applicable

Signature of Authorized Individual
Keith Self

Date:
07/31/2015

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	2300 Bloomdale Rd Ste 3100	State	TX
City	McKinney	Zip Code (9 digit)	75071-8517
Vendor Identification No.	17560008736	MailCode	004
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 Janna Benson-Caponera
Email jcaponera@co.collin.tx.us
Telephone (972) 548-4638

FFATA Contact Person #2

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

☒

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

07/31/2015

FY16/17 Project Service Delivery Plan

Organization Name: Collin County

Contract Number: 2016-001289-00

Program ID: RLSS/LPHS

Contract Term: 09/01/2015 - 08/31/2017

Program Name: RLSS/Local Public Health System-Pi

Local Health Department: COLLIN COUNTY HEALTH CARE SERVICES

Contract Term: September 1, 2015 through August 31, 2017

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 which has caused an increase in DOT services.

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. Deliverable Describe the tangible evidence that the activity was completed.