

INTERLOCAL COOPERATION CONTRACT
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001719600011

THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES ("System Agency") and Collin County ("Local Government" or "Performing Agency"), each a "Party" and collectively the "Parties," enter into the following contract for Mobile Food Inspection Services (the "Contract") pursuant to the provisions of the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code.

I. PARTIES

System Agency

Department of State Health Services
1100 W. 49th Street, Tower Bldg., MC 1990
Austin, TX 78756
Contact Person: Maria Acuña
Telephone: 512-776-6629
Fax number: 512-776-7391
E-Mail Address: Maria.acuna@dshs.texas.gov
Agency Number: 537

Local Government

Collin County
4690 Community Ave.
McKinney, TX 75071
Contact Person: Misty Brown
Telephone: 972-548-5585
Fax number: None
E-Mail Address: mbrown@co.collin.tx.us

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in **Attachment A – Statement of Work**.

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on July 1, 2026 and terminates on August 31, 2027, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this agreement up to 4 additional years for a maximum term of 5 years.

Either Party may terminate the Agreement on thirty (30) days written notice to the other Party, with or without cause.

IV. AMENDMENT

The Parties to this Contract may modify this contract only through the execution of a written amendment signed by both parties.

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract, including all Work Orders issued under it, shall not exceed Thirty-five thousand seven hundred thirty-five dollars (\$35,735.00).

VI. LEGAL NOTICES

Legal Notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission

Attn: Office of Chief Counsel

4601 W. Guadalupe, MC 1100

Austin, Texas 78751

Copy to:

Department of State Health Services

Attn: General Counsel

1100 W. 49th Street, MC 1919

Austin, Texas 78756

Local Government

Collin County

2300 Bloomdale Rd., #4192

McKinney, TX 75071

Attention: County Administrator

Collin County

2300 Bloomdale Rd, #3160

McKinney, TX 75071

Attn: Purchasing

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

VII. CERTIFICATIONS

The undersigned contracting parties certify that:

- (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- (2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract.
- (3) the proposed arrangements serve the interest of efficient and economical administration of state government; and
- (4) the services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

The System Agency further certifies that it has statutory authority to contract for the services described in this contract under:

- Texas Health and Safety Code (HSC) Chapter 437B, Mobile Food Vendors;
- Texas Health and Safety Code (HSC) Chapter 437, Regulation of food service establishments, retail food stores, mobile food units, and roadside food vendors;
- Texas Administrative Code Title 25, Part 1, Chapter 226 (25 TAC 226) Mobile Food Vendors;
- 25 TAC 228 Texas Food Establishment Rules; and
- 25 TAC 229, Subchapter U.

The Local Government further certifies that it has statutory authority to contract for the services described in this contract under HSC Chapter 437, 437b and _Government Code §791.011

SIGNATURE PAGE FOLLOWS

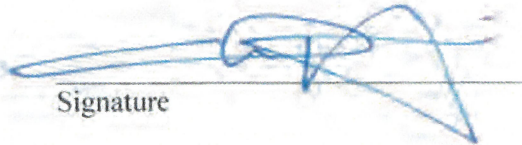
SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS001719600011

DEPARTMENT OF STATE HEALTH SERVICES

COLLIN COUNTY

Signed by:

Timothy Stevenson
F45A36318942408...
Signature


Signature

Timothy Stevenson, DVM, PhD, DACVM,
DACVPM - Epidemiology
Printed Name

Chris Hill
Printed Name

Deputy Commissioner for Consumer Protection
Title

County Judge
Title

May 28, 2026

20 MAY 2026

Date

Date

**THE FOLLOWING ATTACHMENTS TO CONTRACT NO. HHS001719600011 ARE
INCORPORATED BY REFERENCE:**

ATTACHMENT A – STATEMENT OF WORK

**ATTACHMENT B – HHS UNIFORM TERMS AND CONDITIONS – GOVERNMENTAL ENTITY
V. 3.3 NOVEMBER 2023**

**ATTACHMENT C – HHS DATA USE AGREEMENT V. 8.5 OCTOBER 23, 2019 - TACCHO
ENTITY VERSION**

ATTACHMENT A STATEMENT OF WORK

I. PERFORMING AGENCY RESPONSIBILITIES

Performing Agency will:

- A. Conduct mobile food vendor (MFV) inspections and complaint investigations within its jurisdiction as assigned by DSHS Consumer Protection Division, issue accurate reports to MFVs using methods and forms provided by the DSHS Consumer Protection Division, and submit inspection reports to DSHS Retail Food Safety Operations within 3 business days of inspection completion and in the manner prescribed by DSHS Retail Food Safety Operations.

Inspection reports must contain:

- Written inspection report utilizing the DSHS 56-Item Inspection Form, DSHS Marking Instructions, and MFV Checklist;
- Photographs of interior and exterior of the unit for identification, plumbing system, and violative conditions or occurrences;
- relevant police, fire, code enforcement, and other local regulatory authority reports, as needed, and through the coordination of the performing agency;
- Other necessary documents, such as driver's license information, commercial driver's license information, vehicle identification number, license plate, etc.; and relevant complaint or investigative disposition and contact information of the owner, including phone number, email, and mailing address, and person-in-charge (PIC), including email and phone number

Inspection reports will be submitted and input utilizing DSHS inspection and licensing software according to the Versa Regulation (VR) for IDM Guide and Iron Data Mobile (IDM) User Guide. Performing agencies that do not meet threshold to utilize IDM, must submit inspection reports to DSHS RFSO for processing and uploading into VersaRegulation. These reports must be in pdf format or scanned physical forms and include all other photographs and required documentation.

- B. Ensure personnel conducting inspections perform one of the following:
- Obtain a registered Sanitarian or Registered Sanitarian-in-Training certification with the Texas Department of Licensing and Regulation (TDLR) or
 - obtain an Association of Food and Drug Officials (AFDO) Food Safety Regulatory Professional Credential or
 - obtain a National Environmental Health Association (NEHA) Certified Professional - Food Safety Credential focused on Food Safety or
 - Complete the U.S. Food and Drug Administration Voluntary National Retail Food Regulatory Program Standard 2 basic curriculum and field training or

- Provide proof of training and knowledge that demonstrates inspectors' ability to adhere to the statutory and operational requirements of the program as approved by DSHS Retail Food Safety Operations.
- C. Comply with the following requirements for MFVs:
 - Texas Health and Safety Code (HSC) Chapter 437B, Mobile Food Vendors;
 - Texas Health and Safety Code (HSC) Chapter 437, Regulation of food service establishments, retail food stores, mobile food units, and roadside food vendors;
 - Texas Administrative Code Title 25, Part 1, Chapter 226 (25 TAC 226) Mobile Food Vendors;
 - 25 TAC 228 Texas Food Establishment Rules;
 - 25 TAC 229, Subchapter U and
 - All DSHS Retail Food Safety Operations guidance documents and policies pertaining to MFVs.
- D. Testify in enforcement cases that result in administrative hearings or civil hearings, if such testimony is requested by DSHS Consumer Protection Division.
- E. Inspect mobile food vendors within the jurisdiction specified by DSHS:
 - Once a year on a routine and randomized basis and
 - As needed for pre-licensing, and within the timeframe required by DSHS Consumer Protection Division to adhere to the 14-day inspection requirement specified in HSC 437B.054, with a general requirement of completion within 5 business days of receiving the assigned pre-licensing inspections; and
 - If assigned by DSHS RFSO to investigate a complaint or conduct a monitoring/compliance inspection within 3 business days.
- F. Participate in training and technical assistance sessions as coordinated by DSHS Consumer Protection Division.
- G. Notify DSHS of any violations that pose an imminent health hazard or require escalated enforcement action, such as voluntary closures, detention of products, and emergency suspension orders, within an hour of in-person observation and validation.
- H. Investigate reported foodborne illnesses.
- I. Complete or document attempts via MFV itineraries provided of at least 50% of expected routine inspections per year.
- J. Adhere to Mobile Food Vendor Standard Operating Procedures (SOP) located at [Forms and Publications - Retail Food Establishments | Texas DSHS](#). The SOP may be updated regularly, and the Performing Agency is responsible for keeping track of all updates.

II. SYSTEM AGENCY RESPONSIBILITIES

DSHS Consumer Protection Division will:

- A. Assign routine inspections quarterly and on an ongoing basis as appropriate using VersaRegulation software.
- B. Assign compliance and complaint investigations as necessary and required using

- VersaRegulation Software.
- C. Assign pre-licensing inspections during the application and licensing process using VersaRegulation software.
 - D. For jurisdictions that do not utilize a software, inspections will be assigned to Performing Agency using email.
 - E. Endorse inspections and provide dispositions, assign appropriate endorsement categories, and take corresponding follow-up enforcement actions (e.g., Warning Letters, Notices of Violation) in a timely manner.
 - F. Provide and update appropriate training and guidance documents regarding MFVs to local partners.
 - G. Pursue appropriate enforcement action in a timely manner, while including local partners in all enforcement information and decisions affecting MFVs operating in their jurisdictions.
 - H. Maintain and update statewide database on a routine and regular basis.
 - I. Provide ongoing assistance, guidance, and oversight to performing agency regarding MFV questions, situations, and circumstances that require additional intervention.
 - J. Perform all compliance and enforcement procedures, processes, and notifications.
 - K. Provide software license to Performing Agencies. DSHS will provide training on software use.

III. PERFORMANCE MEASURES

System Agency will monitor the Performing Agency's performance of the requirements in this ATTACHMENT A-3, THIRD REVISED STATEMENT OF WORK, and compliance with the Contract's terms and conditions.

Performance measures will include:

- Timeliness of inspection completion and report submissions.
- Completion of risk-based inspection procedures and protocols as outlined in the Mobile Food Vendor SOP.
- Quality and accuracy of inspection reports.
- Completeness of complaint and compliance investigation procedures as defined in Mobile Food Vendor Standard Operating Procedures at [Forms and Publications - Retail Food Establishments | Texas DSHS](#).
- Completeness and appropriateness of evidence and documentation through investigation and inspection procedures.
- Communication and rapport building with operators and stakeholders.
- Timeliness and accuracy of invoice submission to DSHS Consumer Protection Division.
- Compliance with training and competency requirements as designated by DSHS.

IV. INVOICE AND PAYMENT

A. INVOICE REQUIREMENTS

Contractor shall submit to DSHS detailed and accurate invoice(s) to include the information below. Each invoice shall be submitted by email, in the format prescribed by DSHS monthly and

not later than 30 calendar days after completion of monthly inspections.

Invoices shall be submitted to:

Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov

The invoice shall include, at a minimum:

1. Contractor's name;
2. Remit to address;
3. Federal ID or Texas CPA Payee ID;
4. Accounts receivable telephone number;
5. Contract and/or Purchase Order number;
6. Identification of Services provided;
7. A detailed list of all inspections performed for the time period that includes:
 - Name of Establishment
 - File Number
 - Date of Inspection
 - Type of Inspection (i.e., pre-licensing, routine, monitoring/compliance, or complaint)
 - Address of Inspection
8. Service date(s).

No payment will be remitted under this Contract without submission of detailed, accurate invoices submitted as outlined above.

EMAIL: invoices@dshs.state.tx.us

B. Performing Agency will be paid on a Fee-for-Service/Unit Rate basis and in accordance with the fee schedule listed in **SECTION III (C)** of this **ATTACHMENT A-3, THIRD REVISED STATEMENT OF WORK**. System Agency will make these payments monthly.

C. Inspection reimbursements will be based upon the following:

- **\$250.00** for the inspection of a Type I MFV;
- **\$350.00** for the inspection of a Type II MFV;
- **\$400.00** for the inspection of a Type III MFV; and
- Reimbursements as shown above in (1)-(3) for complaint investigations or monitoring/compliance inspections.
- Performing agencies will be reimbursed monthly; and
- Inspections will be completed by collaborative agreement agencies upon assignment by DSHS Retail Food Safety Operations and as required operationally.

D. System Agency will pay travel costs associated with the need to testify in escalated enforcement cases that result in administrative hearings or civil hearings if such testimony is requested by the System Agency. Travel costs may include:

- Mileage = approved state reimbursement rate;

- Lodging = State GSA rate;
- Flight/bus/car rental as required by system agency policy;
- Per diem = approved state rate;
- Other expenses as defined and required in System Agency travel policy.

V. DATA SHARING AND CONFIDENTIALITY

Both parties agree to protect any confidential business information or personally identifiable data obtained during inspections as required under state or federal law. All data shall be used solely for public health regulatory purposes and shared in compliance with applicable laws and DSHS guidelines.

VI. EARLY TERMINATION DUE TO PERFORMANCE

If System Agency is made aware of or observes complaints, inconsistencies, or poor performance regarding the Performing Agency's inspection process, inspections reports, and/or other communications with System Agency and/or Public Stakeholders, the System Agency can request a Corrective Action Meeting. The System Agency can request additional Corrective Action Meetings or terminate the agreement if additional issues persist. The Performing Agency will be able to reenter a collaborative agreement after providing documentation of actions that will be performed to correct previous issues or gaps in Performing Agency's implementation.

The System Agency or Performing Agency can request a Corrective Action Meeting if either agency does not meet the agreed upon performance expectations.