DEPARTMENT OF STATE HEALTH SERVICES CONTRACT 2015-000023-00



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 Corpus Christi Public Health District (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 \$164,368.00.
- **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 09/01/2014 and ends on 08/31/2015. 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:

STATEMENT OF WORK:

A. CONTRACTOR will work on continuing the local public health infrastructure within the counties identified in Section II by:

- 1. Developing objective(s) to address a public health issue;
- 2. Utilizing resources provided through this contract to conduct activities outlined in the Exhibit A 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.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Inter-local 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 related goals and objectives, 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.

- B. CONTRACTOR will perform activities required under this program attachment in the service area designated in the most recent version of Section 8, "Service Area" of this contract."
- 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, Texas Health & Safety Code, definition of ten essential public health services;
- 3. Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".
- D. CONTRACTOR will not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the 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 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.
- 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 ninety (90) days may result in a decrease in funds.

PERFORMANCE MEASURES:

A. CONTRACTOR will complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY15 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 as submitted by CONTRACTOR in the following county (ies)/area:

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, MC 1940
Department of State Health Services
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347

FAX #: (512) 776-7442

Email: invoices@dshs.state.tx.us

8. Service Area

Nueces 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: 08/31/2015
12. Payment Method:	
Cost Reimbursement	
13. Source of Funds:	
State, State	
14. DUNS Number:	

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Project Service Deliv	Quarterly	09/01/2014	11/30/2014	12/31/2014
Project Service Deliv	Quarterly	12/01/2014	02/28/2015	03/31/2015
Project Service Deliv	Quarterly	03/01/2015	05/31/2015	06/30/2015
Project Service Deliv	Quarterly	06/01/2015	08/31/2015	09/30/2015
Financial Status Rep	Quarterly	09/01/2014	11/30/2014	12/31/2014
Financial Status Rep	Quarterly	12/01/2014	02/28/2015	03/31/2015
Financial Status Rep	Quarterly	03/01/2015	05/31/2015	06/30/2015
Financial Status Rep	Quarterly	06/01/2015	08/31/2015	10/15/2015

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 #: 512/776-9347.

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

SPECIAL PROVISIONS:

General Provisions, ARTICLE II COMPLIANCE AND REPORTING, Section 2.03 Reporting, are revised to include the following paragraph:

CONTRACTOR will 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 will 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 III SERVICES, Section 3.02 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 will 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 will 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 will notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, ARTICLE XIV GENERAL BUSINESS OPERATIONS OF CONTRACTOR, Section 14.01 Responsibilities and Restrictions Concerning Governing Board, Officers and Employees, is not applicable to this program Attachment.

General Provisions, ARTICLE XIV GENERAL BUSINESS OPERATIONS OF CONTRACTOR, Section 14.20 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, ARTICLE XV GENERAL TERMS, Section 15.15 Amendment, 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) 2015-000023-00

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 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: City of Corpus Christi

Vendor Identification Number: 17460005741

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	Corpus Christi Public Health District
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By: By:

Signature of Authorized Official Signature of Authorized Official

Date Date

Name and Title Name and Title

1100 West 49th Street

Address Address

Austin, TX 787-4204

City, State, Zip City, State, Zip

Telephone Number Telephone Number

E-mail Address E-mail Address

Budget Summary

Organization Name: Corpus Christi Public Health District Program ID: RLSS/LPHS

Contract Number: 2015-000023-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$121,592.00	\$0.00	\$0.00	\$121,592.00
Fringe Benefits	\$41,597.00	\$0.00	\$0.00	\$41,597.00
Travel	\$1,079.00	\$0.00	\$0.00	\$1,079.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$100.00	\$0.00	\$0.00	\$100.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$164,368.00	\$0.00	\$0.00	\$164,368.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$164,368.00	\$0.00	\$0.00	\$164,368.00

Project Service Delivery Plan

Organization Name: Corpus Christi Public Health District

Contract Number: 2015-000023-00 Program ID: RLSS/LPHS

Contract Term: 09/01/2014 - 08/31/2015 Program Name: RLSS/Local Public Health System-Pi

Exhibit A:

Local Health Department:

Corpus Christi-Nueces County Public Health District

Contract Term: September 1, 2014 through August 31, 2015

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.

- 1. Reduce risk of disease transmission within Nueces County.
- 2. Public health planning and policy development.

Essential Public Health Service(s): List the EPHS(s) that will be provided or supported with LPHS Contract funds

- 1. Diagnose and investigate community health problems and community health hazards.
- 2. Develop policies and plans that support individual and community efforts to improve health.

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.)

- 1. Perform appropriate public health investigation, disease detection, prevention, intervention, and documentation for reportable diseases identified within Nueces County.
- 2. Ensure that policies and protocols for disease control are complete and current.

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.

- 1. All reportable disease identified in Nueces County will be investigated, will receive appropriate public health intervention, and will be accurately recorded in the Health District database.
- 2. All policies and protocols related to disease prevention, surveillance, investigation, reporting, and outbreak response will be current, complete, and in compliance with DSHS and CDC standards.

Activities List the activities conducted to meet the proposed objective. Use numbering system to designate

match between issues/programs and objectives.

- 1.1 Diagnose and investigate cases of communicable diseases within Nueces County.
- 1.2 Provide immunizations for vaccine preventable diseases.
- 1.3 Provide outreach and education related to risks for disease transmission.
- 1.4 Provide appropriate laboratory testing and laboratory services to diagnose and identify diseases.
- 1.4.1 Water microbiology testing will be offered to the public to ensure drinking water safety.
- 1.4.2 Environmental samples will be tested to assure safety or as indicated due to disease outbreak.
- 1 Review and update policies and protocols for communicable diseases at least yearly.
- 2.2 Develop protocols or newly identified diseases and health risks in a timely manner.
- 2.3 Fully inform staff of protocol additions, changes and updates.

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.

- 1.1 DSHS policies and guidelines related to communicable disease investigation and reporting will be followed.
- 1.2 Number of vaccinations given.
- 1.3 Number of outreach activities or clinics focused on public health education and/or immunizations.
- 1.4 Number of STD tests performed. Number of drinking water tested for potability. Environmental samples tested as indicated.
- 1.4.1 Total number of drinking water specimens
- 1.4.2 Number of environmental samples tested
- 2.1 Policies reviewed annually to insure that they comply with current DSHS and CDC recommendations.
- 2.2 Policies will comply with DSHS and CDC recommendations.
- 2.3 All communicable disease staff will be provided with information and training concerning any addition, deletion, or change to any communicable disease protocol or policy.

Deliverable Describe the tangible evidence that the activity was completed.

- 1.1 Database of reportable communicable diseases will be maintained and updated continuously.
- 1.2 Monthly totals of immunizations provided will be calculated and maintained.
- 1.3 Records of community events will be maintained, with date, topic(s), and numbers of participants recorded. Counseling will be completely documented in 100% of communicable disease client records.
- 1.4 100% of communicable disease documented will indicate appropriate lab testing was performed.
- 1.41 Monthly numbers of specimens tested will be recorded.
- 1.4.2 Monthly numbers of specimens tested will be recorded.
- 2.1 Evidenced by signed protocol manuals.
- 2.2 New policies will be generated within 15 days of identification of new diseases or health risks within the community, as evidenced by signed SOP.
- 2.3 Documentation of all staff training will be maintained.