



## **M E M O R A N D U M**

**City of Austin  
Financial Services Department  
Purchasing Office**

**DATE:** 08/25/2017

**TO:** Memo to File

**FROM:** Marty James, Procurement Specialist II

**RE:** MA 9100 NI170000021 TEXAS DEPARTMENT OF STATE HEALTH SERVICES

This contract was created and administered by the Austin Public Health Department. All original documents are located with the department. The Purchasing Office is not responsible for any procurement action for this contract other the creation of the payment mechanism for accounting purposes.



# Purchase Order - City Single

Print: 1 / 1

Reference Number	P.O. Date	Price Agreement #	Requestor	Buyer
DO 9100 17090715871 - 1	09/07/17	MA 9100 NI170000021	Elouise Noah, 972-5052	See Solicitation, 512-974-2500

VENDOR	SHIP TO	BILL TO
TESS PETERSON DEP8314647 TEXAS DEPARTMENT OF STATE HEALTH SERVICES 1100 W 49TH ST  AUSTIN TX 78756-3101	HHSD Campus Bldg B  HHSD CAMPUS 7201 Levander Loop, Bldg B Austin TX 78702	Health & Human Services Dept  ACCOUNTING SERVICES PO BOX 1088 Austin TX 78767

The City's standard purchase terms and conditions are hereby incorporated into this order by reference, with the same force and effect as if they were incorporated in full text. The full versions are available at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS) or call the Purchasing Office at (512) 974-2500. Please include above reference number on all packages, deliveries, and invoices.

Line	Quantity	Unit	Comm Code	Commodity Line Description	Unit Price	Extended Amount
1	0.00		92039	Services for the Behavioral Risk Factor Surveillance System	\$0.00000	\$ 109,000.00

## Extended Description

Interlocal Agreement with TX DSHS for the Behavioral Risk Factor Surveillance System. Vendor ID# DEP8314647

## Accounting

Line	Fund	Dept	Unit	Objt	Actv	Func	Rept	Task Ord	Prog	Prog Period	Line Amount
1	1115	9100	5015	5860							\$ 109,000.00

Order Total: \$ 109,000.00

## VENDOR INSTRUCTIONS:

1. SEND ORIGINAL INVOICE WITH DUPLICATE COPY TO THE CITY DEPARTMENT TO WHICH THE GOOD(S) WERE DELIVERED
2. SHIPPING INSTRUCTIONS: F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED.
3. NO FEDERAL OR STATE SALES TAX SHALL BE INCLUDED IN PRICES BILLED. LIMITED SALES TAX #74-6000085.

Authorized Agent for City Manager

By acceptance of this purchase order, you agree to comply with the terms and conditions incorporated herein by reference and made a part of this order.

Date

09-07-2017

#### **Article IV TERMINATION**

This Agreement may be terminated by mutual agreement of both Parties. Either Party may terminate this Agreement without cause by giving thirty (30) day written notice of its intent to terminate to the non-terminating Party, as provided for in Article V.

#### **Article V NOTICE**

When this Agreement requires the Parties to provide notice to each other, the notice shall be in writing and sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested, hand-delivered, faxed, or e-mailed to the designated individuals listed below. Notice sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested will be deemed delivered three (3) business days after postmarked. Notices delivered by other approved means shall be deemed delivered upon receipt by the addressee. The Parties may make routine communications by first class mail, e-mail, fax, or other commercially acceptable means. Notice and routine communications to the City and DSHS will be addressed as follows:

**1. City:**

Stephanie Hayden, Acting Director  
Austin Public Health  
City of Austin  
P.O. Box 1088  
Austin, Texas 78767  
Phone: (512) 972-5017  
E-mail: Stephanie.hayden@austintexas.gov

With copies to:  
Philip Huang, M.D., M.P.H., Medical Director  
City of Austin  
P.O. Box 1088  
Austin, Texas 78767  
Phone: (512) 972-5408  
E-mail: philip.huang@austintexas.gov

Stephanie Helfman  
City of Austin  
Program Manager, Chronic Disease and Injury Prevention  
P.O. Box 1088  
Austin, Texas 78767  
Phone: (512) 972-5222  
E-mail: Stephanie.helfman@austintexas.gov

**2. DSHS:**

Kathleen Uptmor  
Contract Manager  
Texas Department of State Health Services  
P.O. Box 149347, MC 1326  
Austin, TX 78714-9347  
Phone: (512) 776-3945  
Email: Kathleen.Uptmor@dshs.texas.gov

With a copy to:

Rebecca Wood, MSHP  
Texas Behavioral Risk Factor Surveillance System  
Coordinator

Texas Department of State Health Services  
P.O. Box 149347, MC 1898  
Austin, Texas 78714-9347  
Phone: (512) 776-6579  
Email: Rebecca.Wood@dshs.texas.gov

**Article VI  
AUTHORIZED REPRESENTATIVES**

The contract administrator for the City for this Agreement will be Stephanie Hayden. The contract administrator for DSHS will be Kathleen Uptmor. Whenever this Agreement requires any notice to be given by the Parties, the contract administrators are authorized to represent and act for each Party. If either party replaces its authorized representatives or notice information, that party shall promptly send written notice of the change to the other party. The notice shall identified a qualified and competent replacement and provide contact information.

**Article VII  
MISCELLANEOUS**

**1. Compliance**

The Parties agree to comply with all federal, state, and local laws, rules, and regulations applicable to the performance of the services under this Agreement.

**2. Entire Agreement**

This Agreement and the referenced exhibits comprise the entire Agreement and understanding between the Parties. There are no other agreements or understandings, oral or written, with regard to the BRFSS Travis County oversample that is part of this Agreement.

**3. Modifications or Amendments**

Any modification or amendment of this Agreement will be approved by the governing body of the City and DSHS, and will be signed by the authorized signatory of both Parties.

#### 4. Non-Appropriation

The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to DSHS. The City shall provide DSHS written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

#### 5. Waiver

No waiver of performance by either party will be construed or operate as a continuing waiver of any event of default of any terms or conditions of this Agreement.

#### 6. Governing Law and Venue

The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

#### 7. Severability

If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain effective to the extent permitted by law.

#### 8. Confidentiality

The Parties agree to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.0038. The Parties agree to maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Agreement to anyone other than individuals who are authorized by law to receive such records or information who will protect the records or information from re-disclosure as required by law. The Parties further agree that notwithstanding any provision relating to confidentiality, the confidential information held by DSHS may be disclosed to a third party pursuant to the Texas Public Information Act (Texas Government Code

Chapter 552), any open records decisions or ruling by the Attorney General that such information constitutes public information, or as otherwise provided by law.

The Parties execute this Agreement on the dates below to be effective November 01, 2016. By signing below, each party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement and that this Agreement is a lawful and binding obligation of the party.

City:

Signature: \_\_\_\_\_

Sara Hensley  
City of Austin  
Acting Assistant City Manager

Date: \_\_\_\_\_

7/25/17

DSHS:

Signature: \_\_\_\_\_

Mike Maples  
Texas Department of State Health Services  
Assistant Deputy Commissioner

Date: \_\_\_\_\_

8-3-17

## **EXHIBIT A**

### **WORK STATEMENT**

#### **Austin Public Health (City) Chronic Disease and Injury Prevention Program**

**Agency:** Texas Department of State Health Services (DSHS)

#### **1. Purpose**

DSHS annually conducts the Texas Behavioral Risk Factor Surveillance System (BRFSS) random-digit dial telephone survey of adults residing in Texas. The BRFSS provides statewide estimates on a variety of behavioral risk factors, including smoking prevalence and other indicators of tobacco use.

The 2017 BRFSS will include 10,000 respondents, to include a survey sample of 420 respondents who reside in Travis County. City is requiring DSHS oversample Travis County residents to increase the number of respondents residing in Travis County to a total of 1212 completed surveys. In addition, the City is requiring the addition of four questions on resident's exposure to secondhand smoke, and attitudes about interventions to mitigate this exposure.

#### **2. Contract Work Plan**

DSHS will complete the following activities and Deliverables:

- A. Finalize and submit a 2017 BRFSS sampling plan design for 1,212 completed surveys, which includes the Travis County oversample by December 01, 2016. The sampling design must include a plan for a 70/30 landline to cell phone ratio that also provides for a 10% variance.
- B. Finalize the 2017 BRFSS survey instrument and submit to the City. Add the four questions agreed upon by DSHS and the City related to exposure to secondhand smoke in bars, clubs, and restaurant patios and attitudes about interventions to mitigate this exposure.
- C. Administer the 2017 BRFSS survey for data collection in both English and Spanish.
- D. Provide an update at mid-point of the data collection period, in July of 2017, to City regarding the total number of surveys completed in Travis County. This update will include the number of surveys completed for 18-24 year olds, the number of completed landline interviews, and the number of completed cell phone interviews.
- E. Submit the 2017 BRFSS Public Use Data File to City by July 2018.
- F. Complete all requirements of this agreement on or before August 31, 2018.



- G. Invoice by September 4, 2017 by submitting all documentation specified in Exhibit B of work completed.

### **3. Reporting and Monitoring**

#### **A. Request for Reimbursement**

As provided for in Exhibit C, the City agrees to pay DSHS \$109,000 for services they render under the terms of this Agreement in accordance with the Texas Prompt Payment Act (Texas Government Code Chapter 2251), to the extent applicable. DSHS will invoice the City for the full contract amount on September 4, 2017 using Exhibit D: Payment Request and Expenditure Report, in addition to a proper invoice.

- a) All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later. Invoices must include a unique invoice number. Invoices should be submitted along with a complete and correct Payment Request and Expenditure Report.
- b) If payment is not timely made, (per paragraph a), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
- c) If partial shipments or deliveries are authorized by the City, DSHS will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- d) The City may withhold or set off the entire payment or part of any payment otherwise due DSHS to such extent as may be necessary on account of:
  - i) delivery of defective or non-conforming Deliverables by DSHS;
  - ii) third party claims, which are not covered by the insurance which DSHS is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii) failure of DSHS to pay Subcontractors, or for labor, materials or equipment;
  - iv) damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by DSHS;
  - v) reasonable evidence that DSHS's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi) failure of DSHS to submit proper invoices with all required attachments and supporting documentation; or
  - vii) failure of DSHS to comply with any material provision of the Contract Documents.
- e) Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.



- f) Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. DSHS agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

#### **Reporting**

The reports and documentation required in the Deliverables Schedule (Exhibit B) will be submitted to the following individual at the Chronic Disease and Injury Prevention Program at Austin Public Health at the following address:

Stephanie Helfman  
Chronic Disease and Injury Prevention Program Supervisor  
15 Waller Street  
RBJ Health Center, 4<sup>th</sup> Floor  
Austin, TX 78702  
(512) 972-5222  
[stephanie.helfman@austintexas.gov](mailto:stephanie.helfman@austintexas.gov)

#### **B. Monitoring**

Agreement monitoring will be performed on an ongoing basis during the term of the agreement.

**EXHIBIT B**  
**DELIVERABLES SCHEDULE**

<b>Date Due</b>	<b>Activities</b>	<b>Documentation</b>
<b>12/01/2016</b>	Finalize 2017 BRFSS Travis County oversample design with a 70/30 landline to cell phone ratio, to include a 10% variance.	DSHS will provide documentation of the 2017 BRFSS sampling plan sent to the Centers for Disease Control and Prevention (CDC).
<b>12/30/2016</b>	Finalize 2017 BRFSS survey instrument	DSHS will provide City final 2017 BRFSS survey instrument.
<b>7/30/2017</b>	Provide update at mid-point of data collection period to City regarding the total number of surveys completed in Travis County, including the number of surveys completed for 18-24 year olds, the number of completed landline interviews, and the number of completed cell phone interviews.	DSHS will provide written update to City via email.
<b>7/30/2018</b>	Complete Travis County oversample and compile 2017 BRFSS Public Use Data File including the Travis County oversample	DSHS will provide the 2017 BRFSS Public Use Data File to City via email.
<b>9/1/2018</b>	Completion of contract	All deliverables listed in contract work plan (Exhibit A, Section 2)

## EXHIBIT C

### BUDGET SUMMARY

#### BRFSS 2017 TRAVIS COUNTY OVERSAMPLE

**Applicant: Texas Department of State Health Services**

<b>Cost Categories</b>	<b>Total Budget</b>
Personnel	0.00
Other	109,000.00
Total	109,000.00

## EXHIBIT C

### OTHER Budget Category Detail

**Applicant: Texas Department of State Health Services**

Per Deliverable Schedule in Exhibit B

Description of Item	Purpose & Justification	Total Cost
BRFSS Oversampling and Additional Questions		\$109,000

Total Amount Requested for Supplies:

**\$109,000**

## EXHIBIT D

## Austin/Travis County HHSD

## EXPENDITURE REPORT

SECTION I - AGENCY		
Agency	Invoice #	Month/Year
Texas Department of State Health Services Cash Receipts Branch, MC 2003 PO Box 149347 Austin, Texas 78756		Sep-17
	Program	Contract term
	330000	11/1/2016-9/1/2018

SECTION II - EXPENDITURES					
Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures	Cumulative Expenditures	Budget Balance
	<b>PERSONNEL</b>				
1	Salaries	\$ -	\$ -	\$ -	\$ -
2	Fringe	\$ -	\$ -	\$ -	\$ -
A	<b>SUBTOTAL - PERSONNEL</b>	\$ -	\$ -	\$ -	\$ -
	<b>OPERATING EXPENSES</b>		\$ -		
3	Supplies	\$ -	\$ -	\$ -	\$ -
4	Consultants / Contractual				\$ -
5	Travel	\$ -	\$ -	\$ -	\$ -
6	Equipment	\$ -	\$ -	\$ -	\$ -
7	Other / Signage	\$ 109,000.00	\$ -	\$ -	\$ 109,000.00
B	<b>SUBTOTAL - OP. EXPENSES</b>	\$ 109,000.00	\$ -	\$ -	\$ 109,000.00
	<b>CAPITAL OUTLAY &gt;\$1,000</b>				
8	List items (only capital > \$1,000)	\$ -	\$ -	\$ -	\$ -
C	<b>SUBTOTAL - CAPITAL</b>	\$ -	\$ -	\$ -	\$ -
	<b>INDIRECT</b>				
D	Indirect expense	\$ -		\$ -	
	<b>SUBTOTAL - INDIRECT</b>	\$ -	\$ -	\$ -	\$ -
9	<b>TOTALS (A+B+C+D)</b>	\$ 109,000.00	\$ -	\$ -	\$ 109,000.00

SECTION III - CERTIFICATION	
Preparer's Signature: _____	Date: _____
Authorized Signature: _____	Date: _____
<b>HHSD USE ONLY:</b>	
Reviewed & approved by: _____	Date: _____