



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 W. 49th Street • Austin, Texas 78756
1-888-963-7111 • <http://www.dshs.state.tx.us>
TDD: 512-458-7708

Dear Contractor:

Enclosed are two copies of your Department of State Health Services (DSHS) contract. **Please sign and return both copies to this division as soon as possible.** Your contract will be signed by DSHS and returned to your agency. Changes made to any portion of the contract documents are considered a counter-offer and are not valid without DSHS written concurrence.

PLEASE NOTE: *Return both copies of the contract to the Department of State Health Services, 1100 W. 49th St., Austin TX 78756-3199, Attention: Client Services Contracting Unit. Contracts returned to any other addressee may result in contract delays.*

Please reference the DSHS contract's document number in all future correspondence. If you have questions, please contact the Client Services Contracting Unit at cscu.customersupport@dshs.state.tx.us or 512/458-7470.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Burnette".

Bob Burnette, Director
Client Services Contracting Unit

Enclosures

STATE OF TEXAS

COUNTY OF TRAVIS

This CONTRACT and AGREEMENT by and between the Department of State Health Services, Bureau of Vital Statistics, hereinafter referred to as PERFORMING AGENCY, and acting through its Chief, Bureau of Financial Services, and HIDALGO COUNTY, hereinafter referred to as RECEIVING AGENCY, is as follows:

I. SCOPE OF WORK:

PERFORMING AGENCY agrees to provide on-line computer services in support of RECEIVING AGENCY from 7:00 a.m. to 6:00 p.m. Monday thru Friday, except holidays. In the event of an emergency or computer application error, PERFORMING AGENCY may temporarily suspend services without advance notice.

RECEIVING AGENCY will search PERFORMING AGENCY databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by PERFORMING AGENCY. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.

RECEIVING AGENCY will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by the PERFORMING AGENCY. PERFORMING AGENCY will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.

RECEIVING AGENCY acknowledges that records may not be located in the searching process instituted by RECEIVING AGENCY or records which are located may have errors due to:

- A) normal key-entry errors in spellings;
- B) accidental failure on the part of the PERFORMING AGENCY to update a file for an amendment or paternity determination; and
- C) the event year does not exist on the system.

RECEIVING AGENCY will notify PERFORMING AGENCY in writing, at least monthly of errors or suspected errors that exist on the data base information.

RECEIVING AGENCY is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.

RECEIVING AGENCY is responsible for maintaining a system of vital record keeping that is in accordance with Chapters 191 through 195 of the Health and Safety Code and the regulations adopted thereunder.

II. LEGAL AUTHORITY TO CONTRACT

Chapter 12, Health and Safety Code.

III. TERM

The term of this AGREEMENT is to begin February 01, 2007 and shall remain in effect until August 31, 2008.

IV. COMPENSATION

RECEIVING AGENCY agrees to reimburse PERFORMING AGENCY \$1.83 (One Dollar and 83/100) for each Certification of Vital Record printed as a result of searches of the database.

RECEIVING AGENCY agrees to charge the same base search fee for a birth certificate as the PERFORMING AGENCY. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

A monthly itemized billing showing the number of transactions by date will be submitted to RECEIVING AGENCY by PERFORMING AGENCY and payment will be made no later than thirty (30) days following the billing date. Payment will be considered made on the date postmarked.

V. CONFIDENTIALITY

RECEIVING AGENCY will maintain sufficient safeguards to prevent release or disclosure of any information obtained hereunder to anyone other than RECEIVING AGENCY employee(s) or those who have an official need for the information and are authorized to receive such records. RECEIVING AGENCY further agrees records obtained and issued, as specified under this contract, will be used for purposes as herein set out and the use of these records or data for other purposes must be agreed to in writing by both parties.

VI. SECURITY

RECEIVING AGENCY agrees to implement all reasonable and necessary procedures to ensure that only authorized users will have access and will notify DSHS immediately should it detect a security violation by one of its employees or any other person. RECEIVING AGENCY is responsible for insuring that authorized RECEIVING AGENCY employee(s) use only their own individual passwords while logged into PERFORMING AGENCY'S on-line computer applications.

PERFORMING AGENCY will inactivate any individual who does not use their account for ninety (90) days. RECEIVING AGENCY shall notify PERFORMING AGENCY of all branch locations.

VII. INSPECTIONS

RECEIVING AGENCY shall permit authorized PERFORMING AGENCY personnel, during normal working hours, to conduct site visits and review such records as needed to ascertain compliance with the terms of this contract.

VIII. VOIDED RECORDS

PERFORMING AGENCY will handle credit requests for voided records due to mistakes or errors on a case-by-case basis. Credit requests may be considered in those cases of emergency situations, i.e., equipment and systems failure or inclement weather. RECEIVING AGENCY shall submit these requests in writing along with pertinent documentation to provide a justification to the State Registrar and/or designee for approval. PERFORMING AGENCY will provide written documentation to the RECEIVING AGENCY on the status of the approval of credit requests.

RECEIVING AGENCY must notify PERFORMING AGENCY'S Security Manager in writing to clear voided records from the remote access system's customer lifetime counts.

IX. TERMINATION

This contract may be terminated either by mutual agreement of the parties or by either party upon the giving of sixty (60) days written notice to the other party. RECEIVING AGENCY agrees to pay PERFORMING AGENCY for all services completed prior to the effective date of such termination. PERFORMING AGENCY may immediately suspend this agreement upon reasonable suspicion that terms of this agreement have been violated by the RECEIVING AGENCY or one of its employees. If, after investigation it is concluded that a violation of this agreement has occurred, PERFORMING AGENCY may terminate this agreement without further notice.

X. SEVERABILITY

If any provision of this contract will be construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provision will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions will continue.

XI. FUNDING

This contract is contingent upon the availability of funding. PERFORMING AGENCY may amend or terminate all or any part of this contract if available funds become reduced, depleted, or unavailable during the term of this contract. RECEIVING AGENCY will have no right of action against the State of Texas or the PERFORMING AGENCY in the event that PERFORMING AGENCY is unable to fulfill its obligations under this contract as a result of the suspension, termination, withdrawal, or failure of funding to PERFORMING AGENCY or lack of sufficient funding of PERFORMING AGENCY for any Attachment(s) to this contract. If funds become unavailable, provisions of the Termination Article will apply.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES INDICATED.

RECEIVING AGENCY

PERFORMING AGENCY

HIDALGO COUNTY

**DEPARTMENT OF STATE HEALTH
SERVICES**

By: _____
(Name)

By: _____
Bob Burnette, Director
Client Services Contracting Unit

(Title)

Date: _____

Date: _____

Recommended by: _____
(Name and Title)

VID #: 35375375371000

APPROVED AS TO FORM:

By: _____
(Name and Title)

DSHS DOCUMENT NUMBER: 537537537F*2008R-01