



## TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.  
COMMISSIONER

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

September 20, 2007



Dear Contractor:

Enclosed are two copies of your Department of State Health Services (DSHS) contract. **Please sign and return both copies to this unit 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.

DSHS has new General Provisions that impact the attached contract. Please review these changes carefully.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at <http://www.dshs.state.tx.us>.

**PLEASE NOTE: Return both copies of the contract in their entirety to the address below. Contracts returned to any other address may result in contract delays.**

Client Services Contracting Unit - MC 1886  
Department of State Health Services  
1100 W. 49<sup>th</sup> Street  
PO Box 149347  
Austin TX 78714-9347  
Attention: Bill Walk

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, please contact Bill Walk at 512-458-7111 ext. 7470 or via email at [Bill.Walk@dshs.state.tx.us](mailto:Bill.Walk@dshs.state.tx.us).

Sincerely,

Bob Burnette, Director  
Client Services Contracting Unit

Enclosures

## DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2008-024628 (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 HIDALGO COUNTY HEALTH DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$0.00, and the payment method(s) shall be as specified in the Program Attachments.
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 10/01/2007 and ends on 09/30/2008. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. 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. **Documents Forming Contract.** The Contract consists of the following:
  - a. Core Contract (this document)
  - b. Program Attachments:  
  
**2008-024628-001 NSS - WIC CARD PARTICIPATION**
  - c. General Provisions (Sub-recipient)
  - d. Solicitation Document(s), and
  - e. Contractor's response(s) to the Solicitation Document(s).
  - f. Exhibits

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.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **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: HIDALGO COUNTY

Address: 100 N CLOSNER BLVD HIDALGO COUNTY COURTHOUSE  
EDINBURG, TX 78539-3563

Vendor Identification Number: 17460007176060

9. **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.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY HEALTH DEPARTMENT

By: \_\_\_\_\_  
Signature of Authorized Official

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Evelyn Delgado

*J.D. Salinas III Hidalgo County Judge*  
\_\_\_\_\_  
Printed Name and Title

Assistant Commissioner for Family and  
Community Health Services

\_\_\_\_\_  
Address

1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756

\_\_\_\_\_  
City, State, Zip

512.458.7321

\_\_\_\_\_  
Telephone Number

Evelyn.Delgado@dshs.state.tx.us

\_\_\_\_\_  
E-mail Address for Official Correspondence