

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2011-039140 (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 (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 \$5,000.00, 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 06/21/2011 and ends on 08/31/2011. 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:

2011-039140-001 Cardiovascular Health and Wellness Program
 - 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: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
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

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

CONTRACT NO. 2011-039140
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000376772

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: Cardiovascular Health and Wellness Program

TERM: 06/21/2011 THRU: 08/31/2011

SECTION I. STATEMENT OF WORK:

Texas Cardiovascular Health and Wellness (CHW) Program shall contract with Hidalgo County Health and Human Services to develop a work plan to increase awareness level of stroke and the importance of calling 911 through a city-wide campaign.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess Contractor's effectiveness in providing services described in this Program Attachment, without waiving the enforceability of any of the other terms of the Contract.

By August 31, 2011, Contractor shall:

- Hold a meeting with local stakeholders to discuss the work plan.
- Provide DSHS with minutes of the meeting.
- Provide DSHS with a list of names, email addresses, and organization of attendees.
- Submit invoice with work plan, minutes and contact information.

SECTION III. SOLICITATION DOCUMENT:

Exempt-Governmental Entity

SECTION IV. RENEWALS:

N/A

SECTION V. PAYMENT METHOD:

Cost Reimbursement
Funding is further detailed in the attached Categorical Budget and, if applicable, equipment List.

SECTION VI. 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 deliverables. The B-13 can be found at the following link <http://www.dshs.state.tx.us/grants/forms.shtm>. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the address/number below.

**Department of State Health Services
Claims Processing Unit, MC1940
P. O. Box 149347
Austin, Texas 78714-9347**

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET

SOURCE OF FUNDS: State

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **General Business Operations of Contractor** Article, is revised to include:
Contractor shall notify DSHS Executive Director of the Texas Council on CVD and Stroke of any changes in project in project staff or contact information within fourteen (14) calendar days of such change(s).

General Provisions, Article XIII. **General Terms, Amendment**, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

2011-039140-001

Categorical Budget:

PERSONNEL	\$0.00
FRINGE BENEFITS	\$0.00
TRAVEL	\$0.00
EQUIPMENT	\$0.00
SUPPLIES	\$0.00
CONTRACTUAL	\$0.00
OTHER	\$5,000.00
TOTAL DIRECT CHARGES	\$5,000.00
INDIRECT CHARGES	\$0.00
TOTAL	\$5,000.00
DSHS SHARE	\$5,000.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$5,000.00

Financial status reports are due: 10/31/2011