

# COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE  
Hidalgo County Administration Building  
2808 South Business Highway 281  
Edinburg, Texas 78539-6243  
PHONE: (956) 318-2511  
FAX: (956) 318-2577  
WEBSITE: [www.co.hidalgo.tx.us/auditor](http://www.co.hidalgo.tx.us/auditor)

September 14, 2011

The Honorable Ramon Garcia, Hidalgo County Judge  
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1  
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2  
The Honorable Jose M. Flores, Commissioner, Precinct No. 3  
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

## RE: Certification of Revenue

Dear Judge and Commissioners:

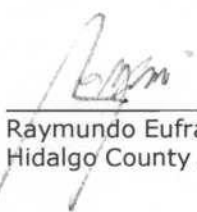
Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$165,909.00	Award No. 2012-039363-001 CHS - Prenatal Services

CERTIFIED BY:

  
Raymundo Eufrazio, CPA  
Hidalgo County Auditor

  
Date



### HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92<sup>ND</sup> D.C.    RODOLFO DELGADO JUDGE, 93<sup>RD</sup> D.C.    J. R. "BOBBY" FLORES JUDGE, 139<sup>TH</sup> D.C.    ROSE GUERRA REYNA JUDGE, 206<sup>TH</sup> D.C.    JUAN R. PARTIDA JUDGE, 275<sup>TH</sup> D.C.    MARIO E. RAMIREZ, JR. JUDGE, 332<sup>ND</sup> D.C.    NOE GONZALEZ JUDGE, 370<sup>TH</sup> D.C. OVERSEER    LETICIA LOPEZ JUDGE, 389<sup>TH</sup> D.C.    AIDA SALINAS FLORES JUDGE, 398<sup>TH</sup> D.C.    ISRAEL RAMON, JR. JUDGE, 430<sup>TH</sup> D.C.    JESSE CONTRERAS JUDGE, 449<sup>TH</sup> D.C.

## Janie Alvarez

---

**From:** Mike Escaname [miguel.escaname@hchd.org]  
**Sent:** Tuesday, September 13, 2011 10:37 AM  
**To:** 'Janie Alvarez'  
**Cc:** 'Benito Luna'  
**Subject:** Request for Certification of Revenue - \$165,909.00 / CHS Prenatal Services Contract  
**Attachments:** CHS Prenatal Services FY 12 Contract.pdf

Hello Janie,

Attached find a copy of the Title V, Prenatal Services Contract for FY 12.

We'd appreciate if you can arrange to have a **Certification of Revenue** prepared in the amount of **\$165,909.00** . We will be presenting this grant contract to CC on Tuesday, September 20, 2011.

Let me know if you have any questions.

Thanks,

Mike Escaname  
Budget Manager  
Hidalgo County Health & Human Services Dept.  
1304 S. 25<sup>th</sup> St  
Edinburg, TX 78539  
956-383-6221

-----Original Message-----

**From:** Childers, Janet (DSHS) [mailto:Janet.Childers@dshs.state.tx.us]  
**Sent:** Thursday, August 25, 2011 1:29 PM  
**To:** ramon.garcia@hidalgo.tx.us; eddie.olivarez@hchd.org;  
ray.eufracio@auditor.co.hidalgo.tx.us  
**Cc:** Estrada, Vickie (DSHS)  
**Subject:** FY 2012 CHS/PRENATAL CARE CONTRACT RENEWAL DSHS DOC. #2012-039363-001 HIDALGO COUNTY HEALTH & HUMAN SERV

Attached is the file containing your Department of State Health Services (DSHS) renewal contract. Please print, sign and return two originals to my attention 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 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> <<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.

Mailing Address for Regular Mail

Client Services Contracting Unit MC 1886

Department of State Health Services

PO Box 149347

Austin, TX 78714-9347

Physical Address for Overnight Mail

Client Services Contracting Unit MC 1886

Department of State Health Services

1100 W. 49th Street

Austin, TX 78756

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, please contact Janet Childers at 512/458-7111 6386 or via email at [janet.childers@dshs.state.tx.us](mailto:janet.childers@dshs.state.tx.us)

Thank you.

Janet Childers

Client Services Contracting Unit

Department of State Health Services

1100 West 49th St, Austin TX 78756

PO Box 149347, Austin TX 78714-9347

(512) 776-6386

fax# (512) 458-7351

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Click here for contracting resources:

<http://online.dshs.state.tx.us/finance/cscu/default.htm>

AI-28524

18. 0.

CC REGULAR

Meeting Date: 09/20/2011

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

**Information**

**CAPTION**

Prenatal Services (1293):

1. Requesting authorization to accept the attached Prenatal Services grant contract # 2012-039363-001 in the amount of \$165,909.00 for the period of 09/01/2011 to 08/31/2012.
2. Approval of the Certification of Revenue as certified by the County Auditor.
3. Approval of the attached Prenatal Grant Budget Appropriation.
4. Approval to change the funding source to the following positions / employees as stated below:

Empl. No.	Position Title	Grade	Slot #	Current		Proposed	
				Program/Acct. No.	Slot #	Program / Acct. No.	Slot #
026263	Maintenance II	3	G011	SDI 1-1293-441-00-340-018-1-113	0001	Prenatal Services 1-1293-441-00-340-052-2-113	
102792	Clerk III	5	G013	SDI 1-1293-441-00-340-018-1-113	0002	Prenatal Services 1-1293-441-00-340-052-2-113	
177083	Clinic Aide II	3	G018	SDI 1-1293-441-00-340-018-1-113	0003	Prenatal Services 1-1293-441-00-340-052-2-113	

5. Approval of the revised salary schedules.

**BACKGROUND**

1. Authorization to renew this grant was approved by CC on 01/18/11 through AI-24779.
2. Authorization of extension pending receipt of this contract was approved by CC on 08/30/11 through AI-28178.

**Fiscal Impact**

FISCAL YEAR: 2012

ACCT. #: 1-1293-441-00-340-052-2-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

**BUDGETARY IMPACT:**

No matching funding required.

Funds for the change in funding source available, pending approval of appropriation of funds.

Appropriation of funds in the total amount of \$165,909.00 for the Prenatal Services Grant Contract. Grant period is from 09/01/11 to 08/31/12.

Revenue account number is 1-1293-331-12-340-052-2-000 - Prenatal Services Grant Revenue

**Attachments**

- [Grant Contract](#)
- [Budget Appropriation](#)
- [Salary Schedule Budget](#)

**Form Review**

**Inbox**  
 Budget & Management  
 Budget & Management  
 Manuel Chapa  
 Sylvia Solis  
 Auditor's Office

**Reviewed By**  
 Merlen P. Munoz  
 Merlen P. Munoz

**Date**  
 09/13/2011 02:29 PM  
 09/13/2011 02:29 PM

DATE: September 01, 2011

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 1-1293-441-00-340-052-2-XXX Prenatal

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code,  
Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with  
Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
<b>Personnel</b>		
1-1293-441-00-340-052-2-113	Prenatal - Reg F/T Employees	\$ 60,535.00
<b>Fringes</b>		
1-1293-441-00-340-052-2-211	Prenatal - Health Insurance	\$ 3,207.00
1-1293-441-00-340-052-2-212	Prenatal - Life Insurance	\$ 21.00
1-1293-441-00-340-052-2-220	Prenatal - FICA	\$ 4,631.00
1-1293-441-00-340-052-2-230	Prenatal - Retirement	\$ 5,811.00
1-1293-441-00-340-052-2-250	Prenatal - Unemployment Comp	\$ 303.00
1-1293-441-00-340-052-2-260	Prenatal - Workers Comp	\$ 800.00
<b>Supplies</b>		
1-1293-441-00-340-052-2-601	Prenatal - Office & Comp Supplies	\$ 20,000.00
1-1293-441-00-340-052-2-603	Prenatal - Educational / Instructional Supplies	\$ 10,000.00
1-1293-441-00-340-052-2-604	Prenatal - Medical & Laboratory Supplies	\$ 40,601.00
<b>Other</b>		
1-1293-441-00-340-052-2-540	Prenatal - Advertising	\$ 10,000.00
1-1293-441-00-340-052-2-550	Prenatal - Printing & Bindinig	\$ 10,000.00
<b>TOTAL APPROPRIATION</b>		\$ 165,909.00
✓ 1-1293-331-12-340-052-2-000	Prenatal - Grant Revenue	\$ 165,909.00
<b>TOTAL APPROPRIATION</b>		\$ 165,909.00

REASON: To appropriate the grant monies for the Prenatal program

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC

DATE

ATTEST CO. CLERK

## DEPARTMENT OF STATE HEALTH SERVICES



✓  
This contract, number 2012-039363 (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 & HUMAN SERVICES (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 \$165,909.00, 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 09/01/2011 and ends on 08/31/2012. 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:  
  
2012-039363-001 CHS - Prenatal Services ✓
  - c. General Provisions (Sub-recipient)
  - d. Solicitation Document(s), and
  - e. Contractor's response(s) to the Solicitation Document(s).
  - f. Exhibits – Not Applicable

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 HEALTH & HUMAN SERVICES

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.2012-039363  
PROGRAM ATTACHMENT NO.001  
PURCHASE ORDER NO.

CONTRACTOR: HIDALGO COUNTY HEALTH & HUMAN SERVICES

DSHS PROGRAM: CHS - Prenatal Services

TERM: 09/01/2011 THRU: 08/31/2012

SECTION I. STATEMENT OF WORK:

Contractor shall provide or assure the provision of prenatal services that include screening and eligibility determination, direct clinical services, laboratory services, Title V Children and Pregnant Women (Title V CPW) case management, and appropriate referrals as necessary. Contractor shall provide services approved in the Contractor's application or shall have an established referral relationship with a qualified provider of each approved service, which it does not provide.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this Program Attachment unless amended, including but not limited to:

- Title V of the Social Security Act, 42 USC § 701, *et seq.*

The following documents are incorporated by reference and made a part of this Program Attachment. These include:

- DSHS FY12 Title V Fee-for-Service Prenatal Renewal Application;
- Contractor's Response to DSHS' FY12 Title V Fee-for-Service Prenatal Renewal Application and any revisions;
- DSHS FY11 Competitive Request for Proposal (RFP) for Title V Fee for Services Contracts - Child Health & Dental Services, Prenatal Services, and Genetic Services;
- Contractor's Response to FY11 Competitive RFP Title V Fee for Services Contracts - Child Health & Dental Services, Prenatal Services, and Genetic Services, and any revisions;
- Current Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Service;
- DSHS *Department of State Health Services Standards for Public Health Clinic Services*, revised August 2004, or latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2011, or latest revision, and Core Tool Monitoring Instructions, FY2011; or latest revision; and
- DSHS Title V Maternal, Child Health, Dysplasia, Family Planning On-site Evaluation Report, revised for 2011, or latest revision, and Title V Tool Monitoring Instructions, FY2011; or latest revision.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall

inform DSHS Program, in writing, if it shall not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Applicants awarded a contract for the current fiscal year shall thereby begin operations within thirty (30) days of contract execution.

All activities must be performed in accordance with Contractor's final approved work plan.

DSHS Health Service Regional Director or designee, as coordinator of regional services, will assist DSHS staff in providing direction to Contractor. DSHS personnel may, from time to time, provide technical assistance and training to Contractor. Contractor shall cooperate with DSHS staff to attain the goals of policy application, coordinated services, and quality assurance.

Eligible Population:

To be eligible for Title V Prenatal Services, an individual must be:

- A female of child bearing age;
- A Texas resident;
- In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level; and
- Ineligible for other programs/benefits providing the same services.

Pregnant women, who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be determined on an annual basis, and at other times as necessary, based upon change in pregnancy status or income.

Service Area: Hidalgo

Location: Multiple clinic locations identified through the DSHS website at: [http://www.dshs.state.tx.us/mch/fee/locate\\_services.shtm](http://www.dshs.state.tx.us/mch/fee/locate_services.shtm).

## SECTION II. PERFORMANCE MEASURES:

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

- Contractor shall provide prenatal services to at least 1494 unduplicated clients.

- At least 30% of the total amount of this Program Attachment shall be for prenatal services provided to Title V eligible individuals ages one (1) through twenty-one (21) by Contractor.
- Not more than 70% of the total amount of this Program Attachment shall be for services provided to Title V eligible women ages 22 and over.
- Contractor shall screen 100% of individuals considered for Title V eligibility with a DSHS-approved screening process, and refer to other programs and funding sources as appropriate.

### SECTION III. SOLICITATION DOCUMENT:

Competitive Request For Proposal #DFCHS-0388.1

### SECTION IV. RENEWALS:

Contract renewals are contingent upon satisfactory performance and continued availability of funding. The contract may be renewed for up to three (3) additional twelve- (12) month periods.

### SECTION V. PAYMENT METHOD:

Fee-for-Service

### SECTION VI. BILLING INSTRUCTIONS:

Within 30 days following the end of the month, Contractor shall request payment using the Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each MRR, contractor shall submit the following acceptable supporting documentation for reimbursement of the required services/deliverables:

- Title V Maternal-Child Services Report (Prenatal) – 185 (Form EF21-12005);
- Title V Maternal-Child Services Report (Prenatal) – 186 (Form EF21-12005);
- and
- Monthly Aggregate Activity Report (Prenatal) (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by DSHS unless accompanied by a complete corresponding aggregate report.

MRRs and supporting documentation shall either be emailed to the Family and Community Health Services Division, Performance Management Unit, Contract Development & Support Branch (CDSB) at [cdsb@dshs.state.tx.us](mailto:cdsb@dshs.state.tx.us), or faxed to CDSB at: (512) 458-7235.

MRRs shall be emailed also to the DSHS Claims Processing Unit (CPU) at [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us), or faxed to CPU at (512) 458-7442.

MRRs shall be submitted each month even if there are zero expenditures. MRRs are submitted each month for actual expenditures of the program even if the contract limit has been reached.

Contractor shall request payment from DSHS as directed by the Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Service whether via voucher or a web-based system.

Contractor shall submit a "Financial Reconciliation Report" (Form GC-10) no later than sixty (60) days after the end of the Attachment term. This report must be signed and marked "Final" and shall be scanned and emailed to CDSB at the email address listed above. The GC-10 may also be faxed to CDSB at (512) 458-7235. The original, signed version shall also be mailed to the DSHS CPU at:

Department of State Health Services  
Claims Processing Unit, Mail Code 1940  
P.O. Box 149347  
Austin, TX 78714-9347

#### SECTION VII. BUDGET: Fee for Service

#### SOURCE OF FUNDS:

CFDA # 93.994; State

*Fed Indirect*

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Service.

Total payments will not exceed \$165,909.00

#### SECTION VIII. SPECIAL PROVISIONS:

For purposes of this Program Attachment only, the following provisions shall apply:

General Provisions, **Compliance and Reporting** Article, is revised to include:

Contractor shall report to DSHS using established reports as directed by the Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Service, and other data and/or reports deemed necessary by DSHS, upon reasonable notice to Contractor.

**Eligibility:** All individuals considered for Title V eligibility must be screened and determined eligible using a DSHS or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

General Provisions, **Services** Article, is revised to include:

**Co-pay:** Contractor may assess a co-pay from clients who receive services under this Program Attachment. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay.

Contractor shall make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

General Provisions, **Funding** Article, is revised to include:

Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the scope of work detailed in this Program Attachment. The use of Program Income shall be reported on the monthly billing vouchers for services provided to Title V eligible clients.

General Provisions, **Payment Methods and Restrictions** Article, is revised to include:

Contractor's contract amount under this Program Attachment is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable services to Title V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. The notice will provide Contractor with an opportunity to terminate this Program Attachment should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

A Request for "Financial Reconciliation Report", Form GC-10, or the form specified in the Contractor's Financial Procedures Manual, is due no later than sixty (60) days after the end of the Program Attachment term. This report shall be marked "Final".

**Billing Requirements:** Contractor shall bill DSHS on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a DSHS Monthly Reimbursement Request and shall not refer to or identify individual clients. Contractor shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within sixty (60) days of the end of the Program Attachment term.

In billing DSHS, Contractor shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. DSHS will pay Contractor for all acceptable vouchers submitted up to Contractor's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

**Billing Activity:** DSHS shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If utilization is below that projected in Contractor's contract ceiling amount, shown in SECTION VII. BUDGET, Contractor's ceiling may be subject to a decrease for the remainder of the Program Attachment period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected.

DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Program Attachment (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of the State and the DSHS Program to do so, and if funds are available. If Contractor exceeds the ceiling amount of the Program Attachment, Contractor shall continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

General Provisions, **Terms and Conditions of Payment** Article, is replaced with the following:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, **Access and Inspection** Article, is revised to include:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, **Breach of Contract and Remedies for Non-Compliance** Article XIV.

General Provisions, **Assurances and Certifications** Article, is revised to include:

If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:

- Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);

- Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
- Has been excluded from participation in a program under 42 U.S.C. § 1395 *et seq.*; or under a State health care program.

If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify the DSHS in writing, in the event that the foregoing statement changes during the term of this Program Attachment. A false statement regarding Contractor's status will be treated as a material misrepresentation.

General Provisions, **General Business Operations of Contractor** Article, is revised to include:

Contractor shall notify the Contract Development and Support Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).



# TEXAS DEPARTMENT OF STATE HEALTH SERVICES

## CERTIFICATION REGARDING LOBBYING

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

#### AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form L.L.L. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Individual

2012-039363

\_\_\_\_\_  
Application or Contract Number

HIDALGO COUNTY HEALTH &  
HUMAN SERVICES

\_\_\_\_\_  
Organization Name