



# TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.  
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756  
P.O. Box 149347 • Austin, Texas 78714-9347  
1-888-963-7111 • [www.dshs.state.tx.us](http://www.dshs.state.tx.us)  
RECEIVED: 1-800-735-2989

Hidalgo County Health  
& Human Services Department

JUL 23 2012

July 19, 2012

Dear Contractor,

1304 S. 25th Ave.  
Edinburg, Texas 78542

Enclosed is your Department of State Health Services (DSHS) contract. Please sign and return both sets of the contract to this unit as soon as possible. Also included, is the Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification form that needs to be completed each fiscal year. Additional information regarding this federal requirement is available on the DSHS website at <http://www.dshs.state.tx.us/grants/>.

**To expedite contract execution, please overnight the contract to the physical address below.** Your contract will be signed by DSHS and a fully executed contract will be returned to your agency.

Changes made to any portion of the contract document (s) 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>.

NOTE: Return both contracts in their entirety to one of the two addresses below. Contracts returned to any other address may result in contract delays.

<b>Physical Address for Overnight Mail</b>	<b>Mailing Address for Regular Mail</b>
Client Services Contracting Unit MC 1886 Attention: Rosalyn Lazare-Payne Department of State Health Services 1100 W.49 <sup>th</sup> Street Austin, TX 78756	Client Services Contracting Unit MC 1886 Attention: Rosalyn Lazare-Payne Department of State Health Services PO Box 149347 Austin, TX 78714- 9347

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, contact Rosalyn Lazare-Payne at (512) 776- 2684 or via email at [Rosalyn.Lazare-Payne@dshs.state.tx.us](mailto:Rosalyn.Lazare-Payne@dshs.state.tx.us)

Sincerely,

Bob Burnette, Director  
Client Services Contracting Unit  
Enclosures

## DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2013-041204 (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 \$2,384,582.00, 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 09/01/2012 and ends on 08/31/2013. 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:
    - 2013-041204-001 Tuberculosis Prevention and Control - State
    - 2013-041204-002 RLSS/LOCAL PUBLIC HEALTH SYSTEM-PnP
    - 2013-041204-003 Preparedness and Prevention Community Preparedness Section /  
Bioterrorism Discre
    - 2013-041204-004 Public Health Emergency Preparedness (PHEP)
    - 2013-041204-005 IMMUNIZATION BRANCH - LOCALS
    - 2013-041204-006 Tuberculosis Prevention and Control - Federal
  - c. General Provisions (Sub-recipient)
  - d. Solicitation Document(s) (N/A)

- e. Contractor's response(s) to the Solicitation Document(s) (N/A)
- 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

Lucina Suarez, Ph.D.

Ramon Garcia, Hidalgo County Judge  
Printed Name and Title

Acting Assistant Commissioner for  
Prevention and Preparedness Services

1615 S. Closner Suite J  
Address

1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756

Edinburg, TX 78539  
City, State, Zip

512.776.7111

(956) 318-2600  
Telephone Number

Lucina.suarez@dshs.state.tx.us

ramon.garcia@co.hidalgo.tx.us  
E-mail Address for Official Correspondence



# 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 LLL, "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 than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Ramon Garcia**

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

2013-041204

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

HIDALGO COUNTY

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