

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT 2016-003894-00**



This 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 Governmental, (collectively, the Parties) entity.

**1. Purpose of the Contract:** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

**2. Total Amount:** The total amount of this Contract is \$144,029.00.

**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 08/31/2015 and ends on 08/31/2016. DSHS has the option, in its sole discretion, to renew the Contract. 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:** As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

**6. Program Name:** CHS/TV-PRENATAL CHS-TitleV-Prenatal Services

## 7. Statement of Work:

Contractor shall provide or assure the provision of prenatal medical and prenatal dental services that include screening and eligibility determination, direct clinical and/or dental 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 participate in the DSHS-selected data and billing web-based system (integrated Business Information System [IBIS]) to collect and process prenatal medical and prenatal dental data, financial billings, and reports when it goes live. Contractor agrees to submit data and billing within 30 days of services according to the business requirements of the web-based system and as specified in the current DSHS Policies and Procedures Manual for Title V Maternal and Child Health Fee-for-Service for Child Health, Dental and Prenatal

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this Contract 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 Contract. These include:

- DSHS FY16 Title V Fee-for-Service Prenatal Medical and Prenatal Dental Renewal Application;
- DSHS FY14 Competitive Request for Proposal (RFP) for Title V Fee for Services Contracts - Child Health, Child Dental, Prenatal Services, and Prenatal Dental Services;
- Contractor's Response to FY14 Competitive RFP Title V Fee for Services Contracts - Child Health, Child Dental, Prenatal Medical and Prenatal Dental Services, and any revisions;
- Current Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental, and Prenatal;
- 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 2015, or latest revision, and Core Tool Monitoring Instructions, FY2015; or latest revision; and,
- DSHS Title V Maternal and Child On-site Evaluation Report, revised for 2015, or latest revision, and Title V Tool Monitoring Instructions, FY2015; 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 Contract in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Contract immediately or within a reasonable period of time as determined by DSHS.

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 Medical and Prenatal Dental Services, an individual must be:

- A pregnant female;
- 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.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If projected expenditures are below the total contract amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Contractor shall perform the activities required under this Contract in the Service Area designated in the most recent version of Section 8. "Service Area" of this Contract.

#### PERFORMANCE REQUIREMENTS:

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

Performance of Contractor, including compliance with DSHS Program procedures, policies and guidance, contractual conditions, attainment of performance requirements, maintenance of adequate staff, and submission of required data and narrative reports, if applicable, will be regularly assessed. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of DSHS.

See Performance Measures section for measures that have specific targets.

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.

#### 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 acceptable supporting documentation for reimbursement of the required services/deliverables.

See Programmatic Reporting Requirements section for required supporting documentation and reports.

Other data and/or reports deemed necessary by DSHS may be required, upon reasonable notice to Contractor.

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 Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal whether via voucher or a web-based system.

When the web-based system goes live, Title V client data shall be entered into IBIS no later than 30 days of each service provided. From the data entered, requests for reimbursement will be generated as one of the automated functions of the IBIS system. Title V services that have met business rules will be marked approved to pay and submitted electronically to DSHS for processing through the State Comptroller. Paid claims will be deposited into the contractor's direct deposit account.

Contractor has 45 days from August 31, 2016, to enter data into IBIS system for services provided August 31, 2015 to August 31, 2016. Contractor will not be reimbursed for services entered into IBIS after the 45 day deadline.

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) 776-7521. 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

#### BUDGET:

Funding is further detailed on the Fee For Service Budget form.

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

## 8. Service Area

Hidalgo County

**9. Performance Measures:**

| <b>Performance Measure Description</b>   | <b>Target</b> |
|--|---------------|
| 1 Number of unduplicated clients that Contractor shall provide Title V Prenatal Services to: | 688           |

**10. Procurement method:**

Competitive

RFP

GST-2016-Solicitation-00029

FCBS GOLIVE TITLE V PRENATAL SERIVCES

**11. Renewals:**

Number of Renewals Remaining: 2 Date Renewals Expire: 08/31/2018

**12. Payment Method:**

Fee for Service/Unit Rate

**13. Source of Funds:**

STATE, STATE, STATE

**14. DUNS Number:**

103110834

**15. Programmatic Reporting Requirements:**

| <b>Report Name</b>  | <b>Frequency</b> | <b>Period Begin</b> | <b>Period End</b> | <b>Due Date</b>    |
|---|------------------|---------------------|-------------------|--------------------|
| Monthly Reimbursement Request (MRR) (Form EF21-12005)               | Monthly          | 08/31/2015          | 08/31/2016        | Due within 30 days |
| Title V Maternal-Child Services Report (Prenatal) (Form EF21-12005) | Monthly          | 08/31/2015          | 08/31/2016        | Due within 30 days |
| Monthly Aggregate Activity Report (Prenatal) (Form EF21-12005)      | Monthly          | 08/31/2015          | 08/31/2016        | Due within 30 days |

**Submission Instructions:**

Monthly Aggregate Activity Report (Prenatal) special instructions: 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 the listed supporting documentation shall either be emailed to the Family and Community Health Services Division, Performance Management Unit, Contract Development and Support Branch (CDSB) at [cdsb@dshs.state.tx.us](mailto:cdsb@dshs.state.tx.us) or faxed to CDSB at: (512) 776-7521.

MRRs shall also be emailed 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) 776-7442.

## 16. Special Provisions

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

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

Contractor shall report to DSHS using established reports as directed by the Policies and Procedures Manual for Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal, 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 II, is revised to include:

Co-pay: Contractor may assess a co-pay from clients who receive services under this Contract. 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 III, 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 Contract. 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 IV, is revised to include:

Contractor's contract amount under this Contract 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 Contract 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 Contract 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 forty five (45) days of the end of the Contract 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 the BUDGET section, Contractor's ceiling may be subject to a decrease for the remainder of the Contract 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 Contract if provided by Contractor during the term of this Contract (but not otherwise paid during the term of this Contract) 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 Contract, 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 V, 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 IX, 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 XI, 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 Contract. A false statement regarding Contractor's status will be treated as a material

misrepresentation.

General Provisions, General Business Operations of Contractor Article XII, 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).

General Provisions, ARTICLE XIII, GENERAL TERMS, Section 13.15, Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Family and Community Health Services (FCHS) Division Performance Management Unit at least 90 days prior to the end of the term of this Contract.

**17. Documents Forming Contract.** The Contract consists of the following:

- a. Contract (this document)      2016-003894-00
- b. General Provisions              Subrecipient General Provisions
- c. Attachments                      Fee for Service / Unit Rate,
- d. Declarations                      Certification Regarding Lobbying, Child Support Certification,  
Disclosure of Ownership and Control Interest Statement, Fiscal  
Federal Funding Accountability and Transparency Act (FFATA)  
Certification
- e. 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.

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

**19. 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  
Vendor Identification Number:      17460007176

**20. 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.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

**Department of State Health Services**

**Hidalgo County**

By:  
Signature of Authorized Official

By:  
Signature of Authorized Official

Date

Date

Name and Title  
1100 West 49th Street  
Address  
Austin, TX 78756-4204  
City, State, Zip

Name and Title  
Address  
City, State, Zip

Telephone Number

Telephone Number

E-mail Address

E-mail Address



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### **CERTIFICATION REGARDING LOBBYING**

Organization Name: Hidalgo County  
Contract Number: 2016-003894-00

For contracts greater than \$100,000, this attachment is applicable and must be signed as part of the contract agreement.

#### **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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "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.

Applicable    Non-Applicable

Signature of Authorized Individual

Date:

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### **CHILD SUPPORT CERTIFICATION**

Organization Name: Hidalgo County  
Contract Number: 2016-003894-00

The Texas Family Code §231.006, places certain restriction on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified above is not a governmental entity or a nonprofit corporation.

The contractor certifies the following is a complete list of the names and social security numbers of either the individual or sole proprietor who is the contractor or each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity:

| Name: | Social Security Number: |
|-------|-------------------------|
|       |                         |
|       |                         |

Under the Texas Family Code, §231.006, the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is in-accurate. A child support obligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Applicable    Non-Applicable

Signature of Authorized Individual

Date:

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### **DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT**

For definitions, procedures and requirements, refer to the appropriate Statutes or Regulations:

- Title V – 42 USC §1397d
- Title XVIII – 42CFR 420.200 – 206
- Title XIX – 42CFR 455.100 – 106

Organization Name: Hidalgo County  
Contract Number: 2016-003894-00

Completion and submission of this form is a condition of participation, certification, or recertification under any of the programs established by titles V, XVIII, and XIX, or as a condition of approval or renewal of a contractor agreement between the disclosing entity and the Department of State Health Services (DSHS) under any of the above-titled programs, a full and accurate disclosure of ownership and financial interest is required. Failure to submit requested information may result in a refusal by DSHS to enter into an agreement or contract with any such institution or in termination of existing agreements.

**Answer all questions as of the current date.**

Select the title(s) of the program(s) your organization provides services under: \*

- Title V
- Title XVIII
- Title XIX

**Additional Orgnaization Information:**

If your organization operates under a DBA, state the name below:

Enter the organization's provider number below:

**General Questions:**

1. Are there any individuals or organizations having a direct or indirect ownership or control interest of 5 percent or more in the institution, organization, or agency that have been convicted of a criminal offense related to the involvement of such persons, or organizations in any of the programs established by titles XVIII or XIX?

- Yes
- No

If yes, complete the table below:

|           |                      |
|-----------|----------------------|
| Name:     | <input type="text"/> |
| Address:  | <input type="text"/> |
| City:     | <input type="text"/> |
| State:    | <input type="text"/> |
| Zip Code: | <input type="text"/> |

2. Are there any directors, officers, agents, or managing employees of the institution, agency or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by titles XVIII or XIX?

- Yes
- No

If yes, complete the table below:


|          |                      |
|----------|----------------------|
| Name:    | <input type="text"/> |
| Address: | <input type="text"/> |
| City:    | <input type="text"/> |

State:

Zip Code:

3. Are any of the individuals, listed in question 1 and/or 2, currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? **(Title XVIII providers only)**

Yes  No

If yes, complete the table below: 


Name:


Address:

City:

State:

Zip Code:

4. List names, addresses for individuals having direct or indirect ownership or a controlling interest in the entity. If more than one individual is reported and any of these persons are related to each other, this must be reported under the Remarks Section. 



Name:


Address:

City:

State:

Zip Code:

Remarks:

5. List organizations having direct or indirect ownership or a controlling interest in the entity. 

Organization Name:

Director Name:

EIN Number:

Entity Type:  If Other, Specify Type:

Address:

City:

State:

Zip Code:

6. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership or members of Board of Directors.)

Yes  No

If yes, list names, addresses of individuals and provider numbers. 

| Name:                | Address:             | Provider Number:     |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

7. Has there been a change in ownership or control within the last year?

Yes  No

If yes, enter date of ownership change or control:

8. Do you anticipate any change of ownership or control within the next year?

Yes  No

If yes, enter date of anticipated ownership change or control:

9. Do you anticipate filing for bankruptcy within the year?

Yes  No

If yes, enter date of anticipated date for filing bankruptcy:

10. Is this facility operated by a management company, or leased in whole or part by another organization?

Yes  No


If yes, give date of change in operations:

11. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?

- Yes
- No

12. Is the facility currently affiliated with a chain or previously affiliated with a chain?

- Yes
- No

If yes, complete the table below: 

Name:

Affiliation Status:

Affiliate No.:

EIN Number: 

Address:

City:

State:

Zip Code:

13. Have you increased your bed capacity by 10 percent or more or by 10 beds, whichever is greater, within the last 2 years?

- Yes
- No

If yes, provide the following:

Year of change:

Current Number of Beds:

Prior Number of Beds:








WHOEVER KNOWINGLY AND WILLFULLY MAKES OR CAUSES TO BE MADE A FALSE STATEMENT OR REPRESENTATION OF THIS STATEMENT, MAY BE PROSECUTED UNDER APPLICABLE FEDERAL OR STATE LAWS. IN ADDITION, KNOWINGLY AND WILLFULLY FAILING TO FULLY AND ACCURATELY DISCLOSE THE INFORMATION REQUESTED MAY RESULT IN DENIAL OF A REQUEST TO PARTICIPATE OR WHERE THE ENTITY ALREADY PARTICIPATES, A TERMINATION OF ITS AGREEMENT OR CONTRACT WITH DSHS.

As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.


Signature of Authorized Individual:

Date:

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### **FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

|                           |   |          |       |                               |
|---------------------------|---|----------|-------|-------------------------------|
| Organization Name         | Hidalgo County                                  |          |       |                               |
| Address                   | 1304 S 25th St                                  |          |       |                               |
| City                      | Edinburg  | State    | Texas | Zip Code (9 digit) 78539      |
| Payee Name                | Hidalgo County                                  |          |       |                               |
| Address                   | Hidalgo County Treasurer<br>2810 S Business 281 |          |       |                               |
| City                      | Edinburg  | State    | TX    | Zip Code (9 digit) 78539-6243 |
| Vendor identification No. | 17460007176                                     | MailCode | 060   |                               |
| Payee DUNS No. *          | 103110834                                       |          |       |                               |

1. Did your organization have a gross income, from all sources, of more than \$300,000 in your previous tax year? \*

Yes  No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

Yes  No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

Yes  No

Identify contact persons for FFATA Correspondence. \*

FFATA Contact Person #1

Name\*

Email\*

Telephone\*

FFATA Contact Person #2

Name\*

Email\*

Telephone\*

As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and