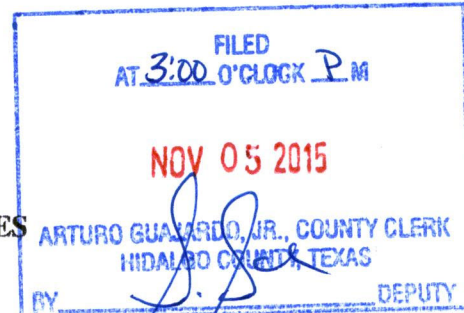


C-15-389-10-27

DEPARTMENT OF STATE HEALTH SERVICES



Contract number 537-16-0127-00001 (Contract), is entered into by Department of State Health Services (DSHS) Vital Statistics Unit and **Hidalgo County** (Contractor). DSHS and Contractor are collectively referred to herein as the "Parties."

- I. **Purpose of the Contract.** DSHS agrees to provide access to the Texas Electronic Registration Remote System (TER Remote System) for the purpose of issuing individual birth certificates.
- II. **Term of the Contract.** This Contract will begin on September 1, 2015 and end on August 31, 2017.
- III. **Authority.** The Parties enter into this Contract under the authority of Texas Government Code Chapter 791.
- IV. **Statement of Work.**
 - A. DSHS agrees to provide on-line computer services in support of Contractor from 7:00 a.m. to 6:00 p.m. (CST) Monday thru Friday, except holidays. In the event of an emergency or computer application error, DSHS may temporarily suspend services without advance notice.
 - B. Contractor will search DSHS databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.
 - C. Contractor will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by DSHS. DSHS will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.
 - D. Contractor acknowledges that records may not be located in the searching process instituted by Contractor or records, which are located, may have errors due to:
 1. Normal key-entry errors in spellings;
 2. Accidental failure on the part of the DSHS to update a file for an amendment or paternity determination; and
 3. The event year does not exist on the system.

- E. Contractor will notify DSHS in writing, at least monthly of errors or suspected errors that exist on the data base information.
- F. Contractor is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.
- G. Contractor is responsible for maintaining a system of vital record keeping that is in accordance with Health and Safety Code Chapter 195 and the regulations adopted.
- H. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.0038.
- I. The Parties will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.
- J. The Parties will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.

V. Fees.

Contractor agrees to pay DSHS \$1.83 for each Certification of Vital Record printed as a result of searches of the database. Contractor agrees to charge the same base search fee for a birth certificate as DSHS. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

VI. Billing.

- A. DSHS will send an itemized billing to Contractor on a monthly basis for each certification of Vital Record printed. This billing will be sent through the U.S. Postal Service to the Contractor at:

Name: Hidalgo County Clerk

Address: P.O. Box 58
Edinburg, TX 78540

- B. Contractor will direct any billing inquiries either by phone to 512-776-7206 or email to vsubusinessservices@dshs.state.tx.us.

VII. Payment Method.

- A. Contractor will remit payment to DSHS within thirty days after a billing is received by them. Payment by the Contractor will be considered made on the date postmarked.
- B. Contractor will send payments to DSHS at:

Texas Department of State Health Services
Cash Receipts Branch MC 2096
P.O. Box 149347
Austin, TX 78714-9347

C. Contractor will make payment to DSHS out of its current revenues.

VIII. Representatives. The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

Hidalgo County	DSHS
Arturo Guajardo, Jr. Hidalgo County P.O. Box 58 Edinburg, TX 78540 Phone: 956-318-2100 Email: priscilla.torres@co.hidalgo.tx.us	Texas Department of State Health Services Contract Oversight and Support Attn: Princess Lindsay Mail Code 1326 P.O. Box 149347 Austin, TX 78714-9347 Phone: 512-776-3713 Email: Princess.Lindsay@dshs.state.tx.us

IX. General Terms and Conditions.

A. Governing Law. Regarding all issues related to this Contract's formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract will be governed by and construed in accordance with the laws of the State of Texas.

B. Amendment. This Contract may be modified by written amendment signed by the Parties.

C. Confidentiality.

1. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI) or other information or records made confidential by law, which includes, but is not limited to the Data Use Agreement that will be executed by the Contractor by January 16, 2016.

2. Contractor will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.

3. Contractor will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.
 4. Notwithstanding any provision relating to confidentiality, the confidential information held by DSHS may be disclosed to a third party pursuant to the Texas Public Information Act (Texas Government Code Chapter 552), any open records decision or ruling by the Attorney General that such information constitutes public information or as otherwise provided by law.
- D. Exchange of Client-Identifying Information.** If this Contract concerns client-identifying information, except as prohibited by other law, Contractor and DSHS may exchange PHI without the consent of clients in accordance with 45 Code of Federal Regulation § 164.504(e)(3)(i)(B), Texas Health and Safety Code § 533.009 and other applicable law or rules.
- E. Records Retention.** DSHS will retain records in accordance with DSHS State of Texas Records Retention Schedule at <http://www.dshs.state.tx.us/records/schedules.shtm>, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.
- F. Severability.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.
- G. Notice.** Any notice required or permitted to be given under this Contract will be in writing and sent to the respective Party's Representative in Section VIII. Notice will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified in writing by the Party to the other Party, or, if sent by certified mail, on the date of receipt.
- H. Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under the Contract.
- I. Assignment.** Neither DSHS nor Contractor will not transfer, assign, or sell its interest, in whole or in part, in this Contract without prior written consent by both Parties.
- J. Suspension of Services Under This Contract.** In the event of an emergency or information technology system failure, DSHS may temporarily suspend services without advance notice.

K. Termination.

1. **Convenience.** This Contract may be terminated by mutual agreement of both Parties. Either Party may terminate this Contract without cause by giving 30 days written notice of its intent to terminate to the non-terminating Party.
2. **Cause.** This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract.
3. **Notice of Termination.** Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section VIII.
4. **Transition after Termination.** At the end of the Term of this Contract or termination as provided for in this Section, the Parties will equitably settle their respective accrued interests or obligations incurred prior to termination.

By signing below, the Parties agree that this Contract constitutes the entire legal and binding agreement between them. The Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the authority to execute this Contract on behalf of their respective Party.

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY

Ramon Garcia

Ed House
Chief Operating Officer
Department of State Health Services

Ramon Garcia
County Judge
Hidalgo County

_____ Date

11/5/15
_____ Date

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

ATTEST:

APPROVED BY
COMMISSIONERS' COURT
ON: *10/27/15*

SLC
_____ Stephen L. Crain, Attorney

Arturo Guajardo Jr.
_____ Arturo Guajardo, Jr., County Clerk

11-3-15
_____ Date

_____ Date

APPROVED

AI-51771

Purchasing Department

23. I. 1.

CC - REGULAR

Meeting Date: 10/27/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to enter into an Interlocal Agreement with the Texas Department of State Health Services of Vital Statistics and Hidalgo County for issuance of Birth Certificates at **NO COST** to the County.

BACKGROUND

ILA-DSHS-County Clerk

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

****No fiscal impact;** Agreement is entered at **NO COST** to the County

Attachments

Contract - DSHS-(Remote System to Issue Individual Birth Certificates) Co Clk

approval by legal

Request by Co Clerks

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/19/2015 04:03 PM
Budget & Management	Veronica Ortiz	10/21/2015 02:43 PM
Manuel Chapa	Manuel Chapa	10/23/2015 10:33 AM
Auditor's Office	Monica Badillo	10/23/2015 07:16 PM
Form Started By: Letty Saenz		Started On: 10/13/2015 09:36 AM

Final Approval Date: 10/23/2015

B. Requesting approval to purchase all lighting accessories [through the County's membership/participation with TASB Buy Board Coop Program] from awarded vendor Fleet Safety (Contract# 432-13; Exp. 3/31/17).

- 2. **AI-51911** Presentation for the purpose of award and approval of contract [subject to compliance with all requirements set forth by HC] of the sole responsible vendor, Dr. Gregorio Pina, PhD. submitting the lowest and best response/proposal [while meeting all qualifications and/or requirements as detailed in the documentation contained herein] for the Request for Proposal titled: "Psychological Evaluation Services for Detention, Patrol, & Communication Officers at the Hidalgo County Sheriff's Office", RFP No. 15-346-10-14-HGO.

I. County Clerk

<p>1. AI-51771 Requesting approval to enter into an Interlocal Agreement with the Texas Department of State Health Services of Vital Statistics and Hidalgo County for issuance of Birth Certificates at NO COST to the County.</p>

APPROVED

24. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A. Real Estate Acquisition
- B. Pending and/or potential litigation
- C. **AI-51879** C-4792-15-B; Leticia Trevino-Garcia v Hidalgo County CSCD and Hidalgo County
- D. **AI-51968** EEOC Charge No. 451-2015-02811; Dora S. Maldonado v County
- E. **AI-51799** Claim(s) for Auto Loss with Jail Van on October 06, 2015:
 - 1. Claim of Joel Casares and Debbie Casares
 - 2. Claim of Bobby Casares
 - 3. Claim of Fernando Reyna
- F. **AI-51805** Claim of Maria Davila
- G. **AI-51807** Claim of Joanna Garzez



AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
October 27, 2015
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Prayer**
4. **Approval of Consent Agenda**
5. **Open Forum**
6. **County Judge's Office:**
 - A. **AI-51782** Recognition of Precinct 2 Constable Martin Cantu for his role in rescuing a man from falling off the Queen Isabella Causeway.
 - B. **AI-51967** Resolution in appreciation of Heals International Medical Missions (HIMM) for their work providing medical care to the poor
 - C. **AI-51973** Approval to waive the Hidalgo County Post-Retirement Employment Policy with regards to employee number 183776
 - D. **AI-51982** Presentation on the United Way of South Texas' Hidalgo County Campaign
7. **Constables:**

22. Budget & Management:

A. AI-51965 Discussion, consideration and approval to fund Juvenile Department Room and Board expenditures in the amount of \$286,421.35 and authorization to process payment for September invoices.

B. Interfund transfers:

1. AI-51960 Transfers In-General Fund (1285)
 Approval of 2015 interfund transfer from Transfers In- General Fund and Transfers Out-Grants Lvl 5 Fiscal Year 5 into Fiscal Year 6 to fund the total local match required to appropriate funds for the STOP Truancy grant, CC 10/27/15 (AI-51591), in the total amount of \$5,226.64.

23.

Purchasing Department:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. AI-51418 Presentation of bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bids titled: Hidalgo County - "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt" through project No.: 2015-024-10-16-SGS.

2. AI-51951 a. Presentation of scoring grid (for the purposes of ranking by CC) of the responses received and evaluated in connection with RFP No. 2015-101-10-07-YSS Property & Casualty Insurance Policies (Including 3rd Party Administration Services), SOLELY for "Commercial Property/Boiler Machinery-Terrorism Included" in order to award and approve premiums for same;

	Montalvo Insurance	McGriff Seibles & Williams
Evaluator 1	90	98