### INTERLOCAL COOPERATION CONTRACT DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS000112500001

THE DEPARTMENT OF STATE HEALTH SERVICES ("System Agency" or "DSHS") and Corpus Christi-Nueces County Public Health District ("City" or "Local Government"), each a "Party" and collectively the "Parties," enter into the following contract for laboratory services for the analysis of bay water samples collected by the System Agency (the "Contract") pursuant to the provisions of the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code.

### I. PARTIES

### System Agency

Name: Department of State Health Services

Address: P.O. Box 149347

City and Zip: Austin, Texas 78714-9347

Contact Person: Frank Rivera

(ASCP) CM

Telephone: 512-834-6757 x2503 Fax number: 512-834-6762

E-Mail Address: Frank.Rivera@dshs.texas.gov

Agency Number: 537

### Local Government

Name: Corpus Christi-Nueces County Public

Health District (City)

Address: 1702 Horne Road

City and Zip: Corpus Christi, Texas 78416 Contact Person: Angela Flores, BS, M

Telephone: 361-826-7213

Fax number:

E-Mail Address: Angelaf@cctexas.com

Agency Number:

### II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in **Attachment A – Statement of Work**.

### III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on September 1, 2018 and terminates on August 31, 2020, unless renewed or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions.

### IV. AMENDMENT

The Parties to this Contract may modify this contract only through the execution of a written amendment signed by both parties.

### V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract, including all work orders issued under it, shall not exceed FIFTY SIX THOUSAND DOLLARS (\$56,000.00), as provided for in <u>Attachment A – Statement of Work</u>.

### VI. LEGAL NOTICES

For Legal Notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

### **System Agency**

Department of State Health Services Attention: Barbara Klein - Office of General Counsel 1100 W. 49th Street, MC 1911 Austin, TX 78756

### **Local Government**

Corpus Christi-Nueces County Public Health District (City) 1702 Horne Road
Corpus Christi, Texas 78416
Attention: Angela Flores, BS, M (ASCP) CM
Angelaf@cctexas.com

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

### **ARTICLE 1. VII. CERTIFICATIONS**

The undersigned Parties certify that:

- (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- (2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract.
- (3) the proposed arrangements serve the interest of efficient and economical administration of state government; and
- (4) the services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

The System Agency further certifies that it has statutory authority to contract for the services described in this contract under Texas Health and Safety Code Chapters 12, 436, and 1001 and Texas Government Code Chapter 531, to the extent applicable.

The Local Government further certifies that it has statutory authority to contract for the services described in this contract under Texas Government Code Chapter 791.

### SIGNATURE PAGE FOLLOWS

### SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000112500001

DEPARTMENT OF STATE HEALTH SERVICES	LOCAL GOVERNMENT		
Signature	Signature		
Jonathan R. Huss Printed Name	Annette Rodriguez, M.P.H Printed Name		
Associate Commissioner  Division for Consumer Protection	Director of Public Health		
Title	Title		
Date	Date		

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000112500001 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A - STATEMENT OF WORK

ATTACHMENT B - UNIFORM TERMS AND CONDITIONS

ATTACHMENT C - SUPPLEMENTAL & SPECIAL CONDITIONS

ATTACHMENT D - FEDERAL ASSURANCES

ATTACHMENT E - FEDERAL LOBBYING CERTIFICATIONS

Approved as to form: 7/16/18

Assistant City Attorney

For City Attorney

### ATTACHMENT A STATEMENT OF WORK

### I. PERFORMING AGENCY RESPONSIBILITIES

Performing Agency will:

- A. Provide System Agency with laboratory services for the analysis of bay water samples collected by the Department of State Health Services (DSHS). Tests shall be performed in a laboratory certified to meet United States (U.S.) Food and Drug Administration requirements for shellfish waters testing.
- **B.** Provide testing capacity for a minimum of forty (40) laboratory analysis tests of bay water samples per day for DSHS field offices. The number of laboratory analysis tests of bay water samples required per year is approximately 800-1500. Peak laboratory needs are from October 15 through May 15.
- C. Analyze bay water samples for fecal coliform using the Association of Analytical Chemists (AOAC) modified A-1 method for Most Probable Number (MPN) using multiple-tube fermentation.
- **D.** Be available for providing analyses a minimum of six (6) days a week, 8:00 am to 5:00 pm.
- **E.** Make results available to DSHS by phone and e-mail within two (2) hours of completion of laboratory analyses and make available by mail (upon request) legible, reproducible, laboratory result forms to DSHS at the following address:

Department of State Health Services Attn: Seafood and Aquatic Life Group, MC 1987 P.O. Box 149347 Austin, Texas 78714-9347

- **F.** Be accessible by land and air travel, and be in a location where delivery services are available which can guarantee overnight delivery;
- **G.** Be certified by the U.S. Food and Drug Administration or its certifying agency, the Texas Department of State Health Services, for analysis of shellfish waters;
- H. Meet laboratory proficiency standards as set forth in *Laboratory Procedures for the Examination of Seawater and Shellfish*, fifth edition, 1985, which is hereby incorporated by reference, or the latest edition accepted by the U.S. Food and Drug Administration, for analysis of shellfish by laboratories that have been cleaned and autoclaved.
- I. Return bay water sample bottles to the originating DSHS field office in containers supplied by DSHS, return freight collect, to DSHS.

### II. PERFORMANCE MEASURES

The System Agency will monitor the Performing Agency's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

### ATTACHMENT A STATEMENT OF WORK

### **III.INVOICE AND PAYMENT**

A. Performing Agency will request monthly payments using the State of Texas Purchase Voucher (Form B-13) at <a href="http://www.System Agency.state.tx.us/grants/forms/b13form.doc">http://www.System Agency.state.tx.us/grants/forms/b13form.doc</a>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services Claims Processing Unit, MC 1940 1100 West 49<sup>th</sup> Street P.O. Box 149347 Austin, TX 78714-9347 FAX: (512) 458-7442

EMAIL: <u>invoices@dshs.state.tx.us</u> and <u>cmsinvoices@dshs.texas.gov</u>

B. Performing Agency will be paid on a unit rate basis. System Agency will pay Contractor \$35.00 for each completed and satisfactorily performed fecal coliform test. Total payments will not exceed \$56,000.00 for the Contract term.

HHSC Uniform Terms and Conditions Version 2.14 Published and Effective: September 1, 2017 Responsible Office: Chief Counsel



Health and Human Services Commission

HHSC Uniform Terms and Conditions 
Local Governmental Body

Version 2.14

### TABLE OF CONTENTS

ARTIC	LE I DEFINITIONS AND INTERPRETIVE PROVISIONS	. 3
1.01	Definitions	. 3
1.02	Interpretive Provisions	. 4
ARTIC	LE II CONSIDERATION	. 5
2.01	Expenses	. 5
2.02	Funding	. 5
ARTIC	LE III WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS	. 6
3.01	Federal Assurances	. 6
3.02	Federal Certifications	. 6
ARTIC	LE IV INTELLECTUAL PROPERTY	. 6
4.01	Intellectual Property	. 6
ARTIC	LE V RECORDS, AUDIT, AND DISCLOSURE	. 6
5.01	Access to records, books, and documents	. 6
5.02	Response/compliance with audit or inspection findings	. 7
5.03	SAO Audit	. 7
5.04	Recapture of Funds	. 7
5.05	Public Information and Confidentiality	. 8
5.06	Data Security	. 8
ARTIC	LE VI CONTRACT MANAGEMENT AND EARLY TERMINATION	. 8
6.01	Contract Management	. 8
6.02	Termination for Convenience	. 8
6.03	Termination for Cause	. 9
6.04	Equitable Settlement	. 9
ARTIC	LE VII MISCELLANEOUS PROVISIONS	. 9
7.01	Technical Guidance Letters	. 9
7.02	Survivability	. 9
7.03	No Waiver	. 9
7.04	Standard Terms and Conditions	. 9

### ARTICLE I DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise or defined in the Signature Document, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"<u>Deliverables</u>" means any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"Federal Assurances" means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction projects); or Standard Form 424D (Rev. 7-97), as prescribed by OMB Circular A-102 (construction projects).

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (12-04), "Certifications Regarding Lobbying – Lower Tier Covered Transactions."

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"<u>Health and Human Services Commission</u>" or "<u>HHSC</u>" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

"Local Government" means the Party to this Contract that meets the definition of this term under Tex. Gov't Code § 791.003(4).

"Parties" means the System Agency and Local Government, collectively.

"Party" means either the System Agency or Performing Agency, individually.

"Project" means the goods and/or Services described in the Signature Document or an Attachment to this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Services" means the tasks, functions, and responsibilities assigned and delegated to Local Government under the Contract.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas Textravel" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Subcontractor" means an individual or business that performs part or all of the obligations of Local Government under this Contract.

"<u>Technical Guidance Letter</u>" or "<u>TGL</u>" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Local Government.

"Work" means all Services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including Deliverables.

### 1.02 Interpretive Provisions

- A. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- B. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.

- F. The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- G. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver shall be deemed modified by the phrase "in its sole discretion."
- J. Time is of the essence in this Contract.

### ARTICLE II CONSIDERATION

### 2.01 Expenses

Except as otherwise provided in the Contract, no ancillary expenses incurred by the Local Government in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.

When the reimbursement of travel expenses is authorized by the Contract, all such expenses shall be reimbursed in accordance with the rates set by the State of Texas *Textravel*.

### 2.02 Funding

- A. This Contract shall not be construed as creating any debt on behalf of the State of Texas or the System Agency in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the System Agency hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- B. Furthermore, any claim by Local Government for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Local Government, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.
- C. This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Contractor will have no right of action against the System Agency if the

System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency shall not be required to give notice and shall not be liable for any damages or losses caused or associated with such termination or cancellation.

### ARTICLE III WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

### 3.01 Federal Assurances

Local Government further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Local Government is in compliance with each of the requirements reflected therein.

### 3.02 Federal Certifications

Local Government further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Local Government is in compliance with each of the requirements reflected therein. In addition, Local Government certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.

### ARTICLE IV INTELLECTUAL PROPERTY

### 4.01 Intellectual Property

- A. To the extent any Work results in the creation of Intellectual Property, all right, title, and interest in and to such Intellectual Property shall vest in the System Agency upon creation and shall be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract.
- B. To the extent that title to any such Intellectual Property may not by law vest in the System Agency, or such Intellectual Property may not be considered a "work made for hire," all rights, title, and interest therein are hereby irrevocably assigned to the System Agency. The System Agency shall have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.
- C. Local Government must give the System Agency and the State of Texas, as well as any person designated by the System Agency or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond the stated amount payable to Local Government for the services authorized under this Contract.

### ARTICLE V RECORDS, AUDIT, AND DISCLOSURE

### 5.01 Access to records, books, and documents

In addition to any right of access arising by operation of law, Local Government and any of Local Government's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in

this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Local Government shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Local Government shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

### 5.02 Response/compliance with audit or inspection findings

- A. At Local Government's sole expense, Local Government must take action to ensure its or a Subcontractor's compliance with a correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the Services and Deliverables or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Whether Local Government's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the Services, Local Government must provide to HHSC upon request a copy of those portions of Local Government's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

### 5.03 SAO Audit

Local Government understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Local Government agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Local Government will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Local Government and the requirement to cooperate is included in any Subcontract it awards.

### 5.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Local Government to offset overpayments made to the Local Government. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Local Government understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Local Government further understands and agrees that reimbursement of such disallowed costs shall be paid by Local Government from funds which were not provided or otherwise made available to Local Government under this Contract.

### 5.05 Public Information and Confidentiality

Information related to the performance of this Contract may be subject to the Public Information Act and will be withheld from public disclosure or released to the public only in accordance therewith. Local Government shall make any information required under the Public Information Act available to the System Agency in portable document file (".pdf") format or any other format agreed between the Parties.

To the extent permitted by law, Local Government and the System Agency agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Local Government or the System Agency. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

### 5.06 Data Security

Each Party and its Subcontractors will maintain reasonable and appropriate administrative, physical, and technical safeguards to ensure the integrity and confidentiality of information exchanged in the performance of services pursuant to this Contract and protect against any reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized use or disclosure of the information in accordance with applicable federal and state laws, rules, and regulations.

Upon notice, either Party will provide, or cause its subcontractors and agents to provide, the other Party or its designee prompt access to any information security records, books, documents, and papers that relate to services provided under this Contract.

### ARTICLE VI CONTRACT MANAGEMENT AND EARLY TERMINATION

### 6.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- A. suspending all or part of the Contract;
- B. requiring the Local Government to take specific corrective actions in order to remain in compliance with term of the Contract;
- C. recouping payments made to the Local Government found to be in error;
- D. suspending and/or limiting any services and placing conditions on any such suspensions and/or limitations of services:
- E. imposing any other remedies authorized under this Contract; and
- F. imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, rule.

### 6.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

### 6.03 Termination for Cause

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Local Government has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Local Government's duties under the Contract.

### 6.04 Equitable Settlement

Any early termination under this Article shall be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

### ARTICLE VII MISCELLANEOUS PROVISIONS

### 7.01 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency shall be incorporated into the Contract by reference herein for all purposes when it is issued.

### 7.02 Survivability

All obligations and duties of the Local Government not fully performed as of the expiration or termination of this Contract will survive the expiration or termination of the Contract.

### 7.03 No Waiver

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

### 7.04 Standard Terms and Conditions

- A. In the performance of this Contract, each Party shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Each Party shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Each Party will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.
- B. All records relevant to this Contract shall be retained for a minimum of seven (7) years. The period of retention begins at the date of final payment by the System Agency, or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit or to complete any administrative proceeding or litigation that may ensue.
- C. The System Agency shall own, and Local Government hereby assigns to the System Agency, all right, title, and interest in all tangible Work.
- D. Local Government shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas

- State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.
- E. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Local Government irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Nothing in this section shall be governed by, and construed as A WAIVER OF SOVEREIGN IMMUNITY BY THE SYSTEM AGENCY.
- F. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- G. Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the System Agency may terminate this Contract immediately upon written notification to Local Government.
- H. This Contract, its integrated Attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

- I. Neither party shall assign or subcontract the whole nor any part of the contract, including any right or duty required under it, without the other party's prior written consent. Any assignment made contrary to this shall be void.
- J. This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the System Agency within thirty (30) days of execution by the other Party, this Contract shall be null and void.
- K. Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," Each Party is self-insured and, therefore, is not required to purchase insurance.

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### **SUPPLEMENTAL CONDITIONS**

### THERE ARE NO SUPPLEMENTAL CONDITIONS FOR THIS CONTRACT THAT MODIFY THE HHS UNIFORM TERMS AND CONDITIONS

### **SPECIAL CONDITIONS**

### Section 1.01 Notice of Legal Matter or Litigation.

Performing Agency shall notify the contract manager assigned to this Contract of any litigation or legal matter related to or affecting this Contract within seven calendar days of becoming aware of the litigation or legal matter.

### Section 1.02 Notice of a Contract Action.

Performing Agency shall notify their assigned contract manager assigned to the contract if Performing Agency has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the contract;
- d. Date of suspension or termination; and
- e. Contract or case reference number.

Section 1.03 Notice of Bankruptcy. Performing Agency shall notify in writing their assigned contract manager assigned of its plan to seek bankruptcy protection within five days of such action by Performing Agency.

### Section 1.04 Notice of Criminal Activity and Disciplinary Actions.

- a. Performing Agency shall immediately report in writing their contract manager when the Performing Agency has knowledge or reason to believe any that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, subContractor or volunteer that is providing services under this Contract has engaged in any activity that:
  - 1. Would constitute a criminal offense equal to or greater than a Class A misdemeanor; and
  - 2. Reasonably would constitute grounds for disciplinary action by a state or federal regulatory authority; or
  - 3. Has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- b. Performing Agency shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by DSHS.

Section 1.05 Performing Agency's Notification of Change of Contact Person or Key Personnel. Within ten days shall notify in writing the contract manager assigned to the Contract of any change enumerated in the Performing Agency's Contact Person or Key Personnel.

Section 1.06 Disaster Services. In the event of a local, state, or federal emergency, including natural, manmade, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Performing Agency may be called upon to assist DSHS in providing the following services:

### DocuSign Envelope ID: F2E1B0C6-BDDA-42AD-A52F-7014C7DD14E4 A1 ACHMENT C SUPPLEMENTAL & SPECIAL CONDITIONS

- a. Community evacuation;
- b. Health and medical assistance;
- c. Assessment of health and medical needs;
- d. Health surveillance;
- e. Medical care personnel;
- f. Health and medical equipment and supplies;
- g. Patient evacuation;
- h. In-hospital care and hospital facility status;
- i. Food, drug and medical device safety;
- j. Worker health and safety;
- k. Mental health and substance abuse;
- 1. Public health information;
- m. Vector control and veterinary services; and
- n. Victim identification and mortuary services.

### Section 1.07 Notice of a License Action.

Performing Agency shall notify their contract manager of any action impacting its license to provide services under this Contract within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the license action; and
- d. License or case reference number.

### Section 1.08 Interim Extension Amendment.

- a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
- b. DSHS/HHSC shall provide written notice of interim extension amendment to the Performing Agency under one of the following circumstances:
  - 1. Continue provision of services in response to a disaster declared by the governor; or
  - 2. To ensure that services are provided to clients without interruption.
- c. DSHS will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
- d. Performing Agency will provide and invoice for services in the same manner that is stated in the Contract.
- e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
- f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by HHS/DSHS.

OMB Number: 4040-0007 Expiration Date: 01/31/2019

### **ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

### PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE:

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

- Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- 19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

### 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 employee of an 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 of Lobbying Activities," 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.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: * First Name:   * Last Name:   * Title:	Middle Name: Suffix:
* SIGNATURE:	* DATE:



### **Routing Request**

PCS.515

The state of the s									
Section 1: Request Information									
Contract No.: HHS000112500001	⊠ New ☐ Amen	ndment No.:  Emergency  (See Tex. Gov Tex. Gov't Code Ch. 4:  \$2155.137 and TAC \$20.41)							
Work Order No.:	☐ New ☐ Amen								
Contractor Legal Business Na	me: Corpus Christi-Nueces County Public health	n District							
Total Contract Value (includin	ng renewals): 56,000.00	Requesting Agency/Program: DSHS/CMS							
Contract Manager Name: Fran	nk Rivera	Buyer Name: Gracie Perez							
Contract Manager E-mail: Fran	nk.Rivera@dshs.texas.gov	Buyer E-mail: gracie.perez@hhsc.state.tx.us							
Contract Manager Phone: 512	-776-3451	Buyer Phone: 512-406-2554							
Section 2: CAPPS Approvals	- The individuals listed shall be program	specific contract approvers as designated	by the program area.						
Approver Title	Approver Name	Approver E-mail Address	See attached proof of approval						
1. Section Director	Patty Melchior	patty.melchior@dshs.texas.gov							
2. Associate Commissioner	Jonathan R. Huss	Jon. Huss@dshs.texas.gov							
3. Legal	Clark Miller	clark.miller@hhsc.state.tx.us							
4.									
5.		The second secon							
6.									
7.									
8.									
9.									
10.									
11.									
12.									
13.									
14.									
15. Deputy Executive Commissioner (\$1M and over only)									



### **Routing Request**

PCS.515

Section 3: DocuSign Signatories							
Signatory	Name	E-mail Address					
Contractor Signature Authority	Annette Rodriguez, M.P.H Director of Public	annetter@cctexas.com					
Additional Contractor Signature Authority*							
Contractor Signature cc	Angela Flores	angelaf@cctexas.com					
HHS Budget (\$1M and over only)	Greta Rymal	greta.rymal@hhsc.state.tx.us					
Legal Director (\$1M and over only)	Andy Marker	edward.marker@hhsc.state.tx.us					
Office of Chief Counsel (\$1M and over only)	Karen Ray	karen.ray@hhsc.state.tx.us					
HHS Signature Authority	Jonathan R. Huss	Jon.Huss@dshs.texas.gov					
HHS Signature Authority cc							
General Inbox cc	CMU Mailbox	CMUcontracts@dshs.texas.gov					

### Instructions

### **PURPOSE**

To direct HHS contracts, work orders, amendments, renewals, and extensions through routing for the contract document's final approval and execution process.

### WHEN TO PREPARE THIS FORM

The routing request form shall be completed for any document requiring CAPPS FIN 9.2 approval routing and for all DocuSign signature routing. Requestor shall adhere to any HHS Circular-46 requirements as well as consult with program to complete the form prior to submission to Procurement and Contracting Services Quality Assurance ("PCS QA"). The information provided on the routing request form will be used by PCS QA to create the document routing approval path in CAPPS FIN 9.2 as well as create the DocuSign path for contractor signatory and HHS signatory execution.

### **PROCEDURES**

Section 1: To be completed by Buyer and Program. This section shall contain the necessary contract information.

Section 2: To be completed by the Program area. This section shall contain all required program specific approvers. These individuals will be inserted into the CAPPS approval process. For contracts valued at \$1M and over, the program Deputy Executive Commissioner is required.

Section 3: To be completed by the Program area. This section shall contain all required contract signatory information. These individuals will be inserted into the DocuSign routing path. For contracts valued at \$1M and over, Deputy Executive Commissioner of Financial Services, Legal Director, and Chief Counsel are required.

\*\*There are certain aspects of this form that do not apply to DFPS.\*\*

* If adding second contractor signature authority, please provide instructions on which documents need to be completed by this individual.						

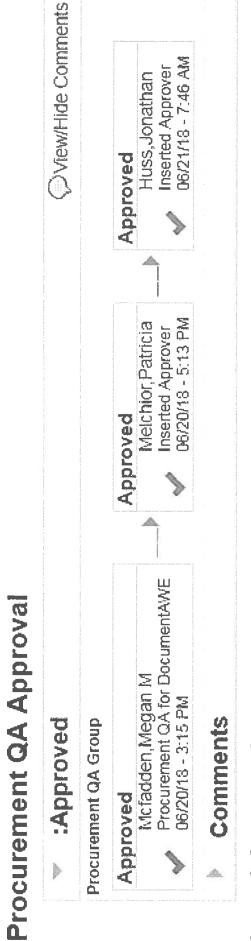
# Document Approval Status DocuSign Envelope ID: F2E1B0C6-BDDA-42AD-A52F-7014C7DD14E4

SetID HHSTX

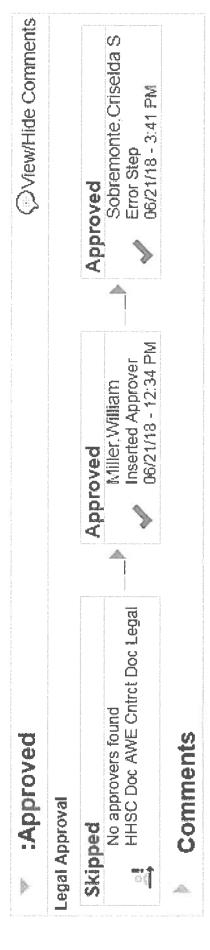
Supplier CITY OF CORPUS CHRISTI

Contract ID HHS000112500001

## Review/Edit Approvers



### Legal Approval



Return to Document Management



### REQUEST DOCUMENT

### **General Purchase Request**

Requestor		
Requisition ID	0000013683	
Document ID	ADH00000000000000013554	
Document Owner	00000239322 - Rivera,Francisco	

Goods/Services Detail	
Detailed description/Scope of request (what are you buying?)Detail description of the contract request	A. Provide System Agency with laboratory services for the analysis of bay water samples collected by the Department of State Health Services (DSHS). Tests shall be performed in a laboratory certified to meet United States (U.S.) Food and Drug Administration requirements for shellfish waters testing. B. Provide testing capacity for a minimum of forty (40) laboratory analysis tests of bay water samples per day for DSHS field offices. The number of laboratory analysis tests of bay water samples required per year is approximately 800-1500. Peak laboratory needs are from October 15 through May 15. C. Analyze bay water samples for fecal coliform using the Association of Analytical Chemists (AOAC) modified A-1 method for Most Probable Number (MPN) using multiple-tube fermentation. Contract Term: 09/01/2018-8/31/2020. Purpose of the Requisition: This is a \$0.00 requisition using FY18 chartfield to start the CAPPS contract collaboration process with PCS. Once the FY19 organizational budget is loaded, another requisition will be entered to encumber the FY19 funds for the contract.
Justification of request	This is a new contract for FY19 to continue the laboratory services for the analysis of bay water samples collected by the Department of State Health Services (DSHS)
Initial estimated total value of the purchase or contract(s) including potential extensions/renewals	\$ 56,000.000
Request category	Services Only
Anticipated start date for services or delivery date for goods	September 01, 2018
Estimated total value of Goods	\$ 0.000
Estimated total value of Service	\$ 0.000
Service category	Professional Services
Construction Project#	

**Emergency/Expedited Request** 

Emergency/Expedited	None
request?	



### REQUEST DOCUMENT

**General Purchase Request** Justification Sole Source/Proprietary Sole source/Proprietary? Neither Justification **EIR Request** EIR Request No **IT Request** IT request category None IT Hardware sub-category IT Peripherals sub-category Is this a new IT position? **Contract Request** Anticipated award Contract MOU/MOA contract? NONE Inter-agency or inter-local Inter-Local contract? Contractor/Sub-recipient Neither relationship Agency lead contact 00000239322 - Rivera, Francisco Contract manager 00000239322 - Rivera, Francisco Does the request involve exchange of confidential information? Will the awardee be a No HIPAA business associate? ACA assigned risk level NA

### Supplemental information and comments

\*\*See Line Comments for contract related supporting documentation\*\*

Contract Statement of Work (SOW) description: Contractor will conduct laboratory services for the analysis of bay water samples collected by the Department of State Health Services (DSHS).

Vendor (Supplier) Name: Corpus Christi – Nueces County Public Health District

Vendor/TIN (Supplier ID): 17460005741



### **REQUEST DOCUMENT**

**General Purchase Request** 

Vendor (Supplier) Mail Code: 027

Contract Term: 9/1/2018 thru 8/31/2020

Contract Manager Name/Phone: Frank Rivera / 512-776-3451

Contract Manager Email: Frank.Rivera@dshs.texas.gov

DSHS Program ID (SCOR Other Subject): SandAL

SCOR Division: Consumer Protection (CP)

REQUESTOR INFORMATION

Name: Frank Rivera

Phone Number: 512-776-3451

E-mail address: <a href="mailto:Frank.Rivera@dshs.texas.gov">Frank.Rivera@dshs.texas.gov</a>

### DocuSign Envelope ID: F2E1B0C6-BDDA-42AD-A52F-7014C7DD14E4



### **HHS Purchasing** Requisition

Page: 1 of 1 Run Date: 3/6/2018 Run Time: 10:49:27 AM Report ID: TXCPO002X

**Business Unit** 

**HHSTX** 

Origin UE5

Requestor

**FRANCISCO RIVERA** 

**BCM Status** 

Valid

Requisition ID

0000013683

Status Approved Requestor

512/776-3451

**Req Approval** 

03/05/2018

Requisition

01/29/2018

Phone

Date

Date

Description FY19 CMS SandAL

EΑ

**HEADER COMMENTS:** 

3/5/18 MHouston

Line 1

Description

Qty UOM

Price 0.00

Amount 0.00

Line Status Approved

FY19-DSHS SandAL-New Contract- To provide laboratory

services for the analysis of bay water samples collected by the Department of State Health

Services (DSHS).

Vendor ID 1746000574

Vendor Loc 000

**Vendor Name** 

Class 962

Item 75

**Buyer** 

CITY OF CC US REV DBA CC NUECES COUNTY HEALTH D

Schedule 1 Schedule Amount 0.00

Dist Ln	Account	Fund	Dept ID	Program	PCA	Appn. Yr.	Agy CF1	Agy CF2	Amount	Location
1	729900	5022	E50000	703	62010	032018	=61761130	A Pleating ten	0.00	Austin: 1100 W 49th St

Line Nbr

Comments

Attachments include:

-Copy of Statement of Work -PCS-438 Vendor Determination

-PCS-515

**Total Requisition:** 

\$0.00



### **Certificate Of Completion**

Envelope Id: F2E1B0C6BDDA42ADA52F7014C7DD14E4

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Subject: New \$56,000; HHS000112500001 Corpus Christi-Nueces County Public Health District; DSHS/CMS

Source Envelope:

Document Pages: 28

Signatures: 0

Certificate Pages: 2 AutoNav: Enabled Initials: 0

**Envelope Originator:** 

Texas Health and Human Services Commission

1100 W. 49th St.

Austin, TX 78756

PCS\_DocuSign@hhsc.state.tx.us

IP Address: 167.137.1.16

Record Tracking

Envelopeld Stamping: Enabled

June 22, 2018

Status: Original

Holder: Texas Health and Human Services

Commission

Signature

PCS\_DocuSign@hhsc.state.tx.us

Location: DocuSign

**Timestamp** 

Sent: June 22, 2018

Signer Events

Annette Rodriguez

arodriguez@chshel.org

President/CEO

The Children's Shelter Hope Center

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Jonathan Huss

jon.huss@dshs.texas.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

In Person Signer Events

Signature

**Timestamp** 

**Editor Delivery Events** 

Status

**Timestamp** 

**Agent Delivery Events** 

**Status** 

Timestamp

Intermediary Delivery Events

**Status** 

**Timestamp** 

**Certified Delivery Events** 

Status

**Timestamp** 

**Carbon Copy Events** 

Status

Timestamp

Gracie Perez

gracie.perez@hhsc.state.tx.us

Security Level: Email, Account Authentication (None)

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Sent: June 22, 2018

Electronic Record and Signature Disclosure:

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Frank Rivera

Frank.Rivera@dshs.texas.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

**COPIED** 

Sent: June 22, 2018 Viewed: July 5, 2018 **Carbon Copy Events** 

CMU Contract Inbox

cmucontracts@dshs.texas.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** Not Offered via DocuSign

Angela Flores

angelaf@cctexas.com

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

**Status** 

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**Timestamp** 

Sent: June 22, 2018

Viewed: June 27, 2018

Sent: June 22, 2018

**Notary Events** 

**Signature** 

**Timestamp** 

**Envelope Summary Events** 

Envelope Sent

Status

Hashed/Encrypted

**Timestamps** June 22, 2018

**Payment Events Status** 

**Timestamps**