

**SIGNATURE DOCUMENT FOR
TEXAS DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. [REDACTED]**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**DSHS**” or “**SYSTEM AGENCY**”), an administrative agency within the executive branch of the state of Texas, and **<Contractor’s Complete Legal Name - including any “dba”>** (“**Contractor**”), having its principal office at **<Contractor’s Complete Physical Address, not PO Box>**, (each a “**Party**” and collectively the “**Parties**”), enter into the following agreement (the “**Contract**”) to develop and implement a new HL7 interface solution to electronically order newborn screening on blood spot specimens and to electronically receive the newborn screening results from the DSHS NBS Laboratory (Lab).

I. LEGAL AUTHORITY

This Contract is authorized by *Texas Government Code* Chapters 531 and 2155 and *Texas Health and Safety Code* Chapter 12.051.

II. DURATION

The Contract is effective on the signature date of the latter of the Parties to sign this Contract and terminates on **September 30, 2021**, unless sooner terminated or renewed or extended. System Agency, at its sole discretion, may renew or extend this Contract. However, in no event may the Contract term, including all renewals and extensions, exceed 5 years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond 5 years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interests of the State.

At the sole discretion of the System Agency, any Work Order issued hereunder may survive the expiration or termination of this Contract.

III. STATEMENT OF WORK TO BE PERFORMED BY THE CONTRACTOR

The **STATEMENT OF WORK** to which Contractor is bound is incorporated into and made a part of this Contract for all purposes and included as **ATTACHMENT A**.

The **SOLICITATION**, including all addenda, is incorporated into and made a part of this Contract for all purposes and included as **ATTACHMENT F**.

IV. BUDGET

The total amount of this Contract will not exceed **[\$X.XX]**. By executing this Contract, Contractor agrees to the contracted rates and budget for the Contract term, including the initial term, and all renewals and extensions exercised. However, at System Agency’s sole discretion or by mutual agreement of the Parties as authorized under the Contract, the budget or Contract amounts may be amended. All expenditures under the Contract will be in accordance with **ATTACHMENT E, BUDGET**.

VII. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of its respective Party:

DSHS:

Caeli Paradise, CTCM
P.O. Box 149347, Mail Code 1990
Austin, Texas 78714-9347
512-776-3767
caeli.paradise@dshs.texas.gov

Contractor:

<Contractor's Full Name>
<Address>
<City, State, Zip>
<Phone Number>
<Email Address>

Either Party may change its designated Contract representative by written notice to the other Party.

VIII. NOTICE REQUIREMENTS

- A. All notices given by Contractor shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to the System Agency's Contract Representative identified above.
- B. Contractor shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4900 N. Lamar Blvd.
Austin, Texas 78751

With copy to

Department of State Health Services
P.O. Box 149347 – Mail Code 1911
Austin, Texas 78714-9347
Attention: General Counsel

- C. System Agency shall send legal notices to Contractor at the address below and provide a copy to the Contractor's Contract Representative:

<XX>

- D. Notices given by System Agency to Contractor may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.
- E. Notices given by Contractor to System Agency shall be deemed delivered when received by System Agency.

Either Party may change its Contract Representative or Legal Notice contact by providing written

notice to the other Party.

IX. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Contract for all purposes. In the event of a conflict, ambiguity, or inconsistency between the terms and conditions set forth in the documents that comprise this Contract, the controlling document shall be this Signature Document, then the remaining documents in the following list in the order stated:

ATTACHMENT A – STATEMENT OF WORK

ATTACHMENT B – CONTRACT AFFIRMATIONS

ATTACHMENT C – UNIFORM TERMS AND CONDITIONS

ATTACHMENT D – PRIVACY, SECURITY, AND BREACH NOTIFICATION

ATTACHMENT E – BUDGET

**ATTACHMENT F – SYSTEM AGENCY SOLICITATION NO. [INSERT RF* No.],
INCLUDING, BUT NOT LIMITED TO ALL ADDENDA**

ATTACHMENT G – CONTRACTOR'S SOLICITATION RESPONSE

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. ***

DEPARTMENT OF STATE HEALTH SERVICES

<CONTRACTOR'S FULL LEGAL NAME>

By: _____

By: _____

Imelda Garcia

Name: _____

Associate Commissioner

Title: _____

Date of Execution: _____

Date of Execution: _____