

## Jill Davis

---

**From:** Donece Gregory <dgregory.cc@co.tyler.tx.us>  
**Sent:** Thursday, April 19, 2018 4:33 PM  
**To:** 'Jill Davis'; 'Tyler - Dana LeJune'  
**Subject:** FW: FY19 VSS: Remote Birth Access Contract - Tyler County  
**Attachments:** HHSREV100000914 Tyler County.pdf; HHS\_SPI.PDF

Jill,

This will need to be put on the Commissioners' Court Agenda.

*Donece Gregory*

Tyler County Clerk  
116 S. Charlton  
Woodville, TX 75979  
PH: 409-283-2281  
Fax: 409-283-8049

---

**From:** DeBoer,Carolyn (DSHS) [<mailto:Carolyn.DeBoer@dshs.texas.gov>]  
**Sent:** Thursday, April 19, 2018 1:59 PM  
**To:** [dgregory.cc@co.tyler.tx.us](mailto:dgregory.cc@co.tyler.tx.us); [judge@co.tyler.tx.us](mailto:judge@co.tyler.tx.us)  
**Subject:** FW: FY19 VSS: Remote Birth Access Contract - Tyler County

Dear Contractor:

I have attached the Security and Privacy Initial Inquiry (SPI) form as Attachment-2 with instructions.

The SPI form is part of your **Department of State Health Services Vital Statistics Section Remote Birth Access contract and will need to be filled out and returned.**

Please sign and return one scanned copy of the complete contract no later than June 19, 2018, via email to [Carolyn.deboer@dshs.texas.gov](mailto:Carolyn.deboer@dshs.texas.gov) and [Amber.Davis@dshs.texas.gov](mailto:Amber.Davis@dshs.texas.gov).

If your organization is unable to meet this deadline due to the approving body's meeting calendar and/or process, please respond to this email indicating your anticipated return date.

Please remember, any change made to the contract is considered a counter-offer, and is not valid without the Department of State Health Services written concurrence.

If you have questions specific to the attached contract, please contact me via email, or 512-776-2265. Thank you for your prompt attention to this matter.

Thanks and have a great day!

Carolyn R. DeBoer, CTPM, CTCM, NP  
Contract Manager  
Contract Management Section(CMS)  
Department of State Health Services(DSHS)  
P.O. Box 149347  
Austin, Texas 78714 – Mail Code 1990

Phone: (512) 776-2265

Fax: (512) 776-7391

Email: [Carolyn.deboer@dshs.texas.gov](mailto:Carolyn.deboer@dshs.texas.gov)



**TEXAS**  
Health and Human  
Services

Texas Department of State  
Health Services

DEPARTMENT OF STATE HEALTH SERVICES



Contract number HHSREV100000914 (the "Contract"), is entered into by Department of State Health Services ("DSHS") Vital Statistics Section and Tyler 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 DSHS Vital Event Electronic Registration System for the purpose of issuing individual birth certificates.
- II. **Term of the Contract.** This Contract will begin on September 1, 2018 and end on August 31, 2023.
- III. **Authority.** The Parties enter into this Contract under the authority of Texas Health and Safety Code Chapter 191 and 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 through Friday, except holidays. In the event of an emergency or computer application error, DSHS may temporarily suspend services without advance notice.
  - B. Contractor may search DSHS databases, locate data, and issue Certifications of Birth to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS. Contractor will take reasonable efforts to ensure use of the DSHS Vital Event Electronic Registration System is not abused by its staff. Abuse of the access to confidential information in the DSHS Vital Event Electronic Registration System may be cause for termination of this Contract in accordance with Section IX.K.
  - 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 will complete the DSHS Vital Event Electronic Registration System registration forms as specified by DSHS. Contractor will remain in compliance with any requirements specified by DSHS for accessing the DSHS Vital Event Electronic Registration System. Contractor will not be required to pay an additional fee pursuant to this Subsection.
  - E. 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.
- F. Contractor will notify DSHS in writing, at least monthly of errors or suspected errors that exist on the database information.
- G. Contractor is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.
- H. Contractor will issue Certificates of Birth utilizing remote access to the DSHS system in conformance with Health and Safety Code Chapters 191, 192 and 195, as well as 25 Tex. Admin. Code Chapter 181.
- I. 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 552.115.
- 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 **ONE DOLLAR AND EIGHTY-THREE CENTS (\$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 Chapter 191 and 25 Tex. Admin. Code Chapter 181.

VI. **Billing.**

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

Name: Tyler County Clerk's Office

Address: 116 S. Charlton Street  
Woodville, TX 75979

- B. Contractor will direct any billing inquiries either by phone to 512-776-7206 or email to [vsubusinessservices@dshs.texas.gov](mailto:vsubusinessservices@dshs.texas.gov).

**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.

Tyler County	DSHS
Tyler County Tyler County Clerk's Office Attn: Donece Gregory  116 S. Charlton Woodville, TX 75979  Phone: (409) 283-2281  Email: dgregory.cc@co.tyler.tx.us	Texas Department of State Health Services Contract Management Section Attn: Carolyn DeBoer Mail Code 1990 P.O. Box 149347 Austin, TX 78714-9347  Phone: (512) 776-2265  Email: Carolyn.deboer@dshs.texas.gov

**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.**

The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of records that contain Personal Identifying Information (PII) or Personally Sensitive Information (PSI) or other information or records made confidential by law, including Tex. Bus. & Comm. Code Section 521.002. The attached Data Use Agreement (Attachment A) applies to this Contract.



- D. Exchange of Personal Identifying Information.** This Contract concerns personal identifying information. Except as prohibited by other law, Contractor and DSHS may exchange PII without consent, in accordance with Chapter 191 of the Health and Safety Code.
- E. Records Retention.** DSHS will retain records in accordance with DSHS State of Texas Records Retention Schedule at <http://www.dshs.texas.gov/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 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. Use of services for purposes inconsistent with applicable law may also result in a suspension of services.
- K. Termination.**
- 1. Convenience.** This Contract may be terminated by mutual agreement of the 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. Use of services for purposes inconsistent with applicable law may be cause for Contract termination.
  - 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. **Equitable Settlement.** 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**

**TYLER COUNTY**

Manda Hall MD

\_\_\_\_\_

Manda Hall, M.D.  
Associate Commissioner  
Department of State Health Services

Jacques L. Blanchette  
County Judge  
Tyler County

4/18/18  
Date  
MH

\_\_\_\_\_ Date

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT HHSREV100000914:**

**ATTACHMENT A- DATA USE AGREEMENT**