

CONTRACT NO. 2009 -  
PROGRAM ATTACHMENT NO. 001  
PURCHASE ORDER NO.

CONTRACTOR:

DSHS PROGRAM:

TERM: THRU

SECTION I. STATEMENT OF WORK:

Department of State Health Services (DSHS) will provide funding from the Tobacco Fund Endowment established by Texas Government Code, §403.106 to assist the Contractor in maintaining and improving the Texas Emergency Medical Services (EMS)/Trauma System to reduce morbidity and mortality due to injuries. Implementation of the Texas EMS/Trauma System includes, but is not limited to, maintaining a current Regional Trauma System Plan, educating all health care providers on the Regional Trauma System Plan, and collecting morbidity and mortality data.

SECTION II. PERFORMANCE MEASURES:

Contractor shall:

- Have in its bylaws the election process, roles and responsibilities, terms of offices, and process for succession and removal of Regional Advisory Council (RAC) Executive Board members and RAC officers;
- Have in its bylaws a clearly defined process for approval of the RAC budgets and expenditures by the RAC General membership;
- Have in its bylaws meeting attendance requirements for RAC Executive Board members and RAC officers to specifically include verbiage about removal from office in the event that the requirement is not met;
- Conduct a regional needs assessment that is inclusive of all RAC members;
- Document on-going distribution and education of the Regional Trauma System Plan in the last year to all entities in the RAC involved in the care of the trauma patient;
- Complete quarterly progress reports, as outlined in this contract Attachment, regarding the use of funds allocated to the RAC through both the Tobacco Fund Endowment and the EMS/Trauma Care System Account, including projection of quarterly needs/projects;
- Ensure the RAC Chair or at minimum a RAC Executive Board member attends all Office of EMS/Trauma Systems Coordination RAC Chair meetings as set by DSHS;
- Provide at a minimum quarterly written financial reports to the general membership regarding expenditures and/or planned expenditures and balances of Tobacco Fund Endowment monies and EMS/Trauma Care System Account monies.
- The RAC Chair, RAC Executive Board and the person completing the RAC's quarterly financial reports submitted to DSHS, must meet when scheduled with DSHS Program staff regarding review of regional system development activities. DSHS may require Contractor to travel to Austin, Texas to attend the meeting;

- Serve as a conduit for communications from DSHS to all RAC members;
- Provide current 24\7 contact information to DSHS Multi-Agency Coordination Center (MACC) during its hours of operation as requested;
- Provide expertise to local, regional and state disaster planning/management activities, including participation in exercises (e.g. Council of Government, local Emergency Operation Center, Disaster District Committees, etc);
- Assist DSHS as requested in identifying critical evacuation issues for Texas hospitals and EMS providers; and
- Participate in state and regional post-incident review activities as requested.
- Comply with all applicable laws and regulations established at federal and state levels as these regulations now appear or may be amended during the period of this Program Attachment. Standards and guidelines referenced are those in effect on the beginning date of this Program Attachment and include:
  - Health and Safety Code, §780.003-§780.006,
  - Chapter 773 of the Health and Safety Code, and
  - Title 25 Texas Administrative Code, Chapter 157.123, 157.130, and 157.131

Contractor shall perform all activities in accordance with DSHS' Tobacco Application for fiscal year 2009 and Contractor's application as agreed to and approved by DSHS. These documents are hereby incorporated by reference as part of this Program Attachment.

SECTION III. SOLICITATION DOCUMENT: N/A

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Quarterly payments

SECTION VI. BILLING INSTRUCTIONS:

Invoices shall be submitted to the following address:

Department of State Health Services  
 Office of EMS/Trauma Systems Coordination  
 Attn: Contract Manager - MC 1876  
 P. O. Box 149347  
 Austin, Texas 78714-9347

SECTION VII. SPECIAL PROVISIONS:

DSHS will utilize only available earnings, gifts or grants in the permanent fund for emergency medical services and trauma care to fund Contractor's program for emergency medical services and trauma care as set out above.

Contractor shall return all unused funds to DSHS no later than 30 days after the contract end date.

For purposes of this contract Attachment, buildings, food, land, or investments (stocks, bonds, mutual funds, etc.) are NOT ALLOWABLE COSTS. The cost of meals during travel is allowable if individuals are attending meetings and conferences that pertain to carrying out activities under the contract attachment (where there is dissemination of technical information). The contractor should have travel policies that address travel reimbursement per diem rates. Otherwise, the State of Texas travel regulations are applied. Additionally, no more than 20% of the total amount of this Program Attachment may be utilized for administrative costs.

Administrative costs are defined as those costs related to the business of the RAC. These include, but may not be limited to: rent, utilities, office expense (postage, copying, phone), office equipment and supplies, mailboxes, travel to and from required statewide meetings, training to conduct business (financial, grant writing), consultant services (accountant, attorney, auditor), Internet access, furniture, personnel and travel costs.

Program costs are eligible expenses that would not be considered administrative costs. These include, but are not limited to: supplies for education or prevention programs, costs of personnel to conduct trauma-related courses (Trauma Nursing Core Course, Advanced Trauma Life Support, Basic Trauma Life Support, etc.), updating and printing the regional EMS/Trauma System Plan, education of the public or trauma care providers about the regional EMS/Trauma System Plan, grants to entities or organizations related to the delivery of trauma patient care and/or expediting the implementation of the Texas EMS/Trauma System, system Performance Improvement (PI) meetings, newsletters, regional registry, regional communication systems, personnel and travel for the above mentioned projects.

General Provisions, Article I **Compliance and Reporting**, Section 1.03 **Reporting** is replaced with the following:

Contractor shall submit progress reports to DSHS Program no later than December 1, 2008, March 2, 2009, and June 1, 2009. These progress reports shall contain the following:

- Description of activities completed to date that were supported by funds from this Program Attachment;
- Description of planned activities for remainder of contract period;
- Itemized list of expenditures including copies of invoices/receipts and proof of payment for eligible expenses paid for with funds from this Program Attachment; and
- Amount of program income earned from funds directly associated with this Program Attachment including copies of invoices/receipts and proof of payment if income earned is over \$250.

Contractor shall submit a **final report** to DSHS Program no later than October 16, 2009. The final report shall contain the following:

- Description of completed activities that were supported by funds from this Program Attachment;
- A categorical budget in the form of a spreadsheet that reflects how funds from this Program Attachment were expended including a breakdown of administrative vs.

- programmatic costs;
- Itemized list of expenditures including copies of invoices/receipts and proof of payment for all remaining expenses paid for with funds from this Program Attachment;
- Amount of program income earned from funds directly associated with this Program Attachment including copies of invoices/receipts and proof of payment if income earned is over \$250;
- A narrative describing specifically how the funds from this contract were utilized to enhance and improve delivery of EMS and trauma patient care in the region served by this contractor; and
- An Annual Report on the activities of the RAC to include:
  - Regional injury mortality and morbidity data;
  - Documentation of training to enhance trauma care provided to all entities on the Regional Trauma System Plan.
  - A copy of the current Regional Trauma System Plan
  - Results of the annual needs assessment; and
  - Evidence of ongoing system Performance Improvement (PI).

Contractor's failure to provide a final report may be considered an issue of non-compliance with contract conditions that may result in denial of future contract awards to Contractor.

General Provisions, Article II **Services**, Section 2.01 **Education to Persons in Residential Facilities**, Section 2.03 **Consent to Medical Care**, Section 2.04 **Telemedicine Medical Services** thru 2.06 **Cost Effective Purchasing of Medications** are not applicable to this Program Attachment.

General Provisions, Article III **Funding**, Section 3.04 **Use for Match Prohibited** are not applicable to this Program Attachment.

General Provisions, Article III **Funding**, Section 3.05 **Program Income** is replaced with the following:

For the purposes of this Program Attachment, the Contractor may earn program income (earnings exclusively resulting from the utilization of State funds directly associated with this attachment), which must be reported in the quarterly and final reports. Program income in excess of \$250 earned during the term of the attachment must be returned to DSHS within 30 days of the contract if not used to provide and/or support additional activities as authorized in this contract.

General Provisions, Article IV **Payment Methods and Restrictions**, Section 4.01 is replaced with the following:

DSHS will make four (4) lump sum payments to Contractor according to the schedule in SECTION VIII. BUDGET

General Provisions, Article VII **Confidentiality**, Section 7.06 **Exchange of Client-Identifying Information** thru 7.08 **HIV/AIDS Model Workplace Guidelines** are not applicable to this Program Attachment.

General Provisions, Article X **Notice Requirements**, Section 10.01 **Child Abuse Reporting Requirement** is not applicable to this Program Attachment.

General Provisions, Article XII **General Business Operations of Contractor**, Section 12.04 **Insurance and Bonding**, Section 12.09 **Cost Allocation Plan** thru 12.11 **Historically Underutilized Businesses (HUBs)**, Section 12.13 **Contracts with Subrecipient Subcontractors** thru 12.15 **Incorporation of Terms**, and Section 12.21 **Equipment Purchases** thru 12.30 **Assets as Collateral Prohibited** are not applicable to this Program Attachment.

For a period of not less than one (1) year or more than three (3) years, as determined by DSHS, DSHS may reduce the amount of funds disbursed or refrain from disbursing funds under Texas Government Code, §403.106 to a RAC if DSHS determines that such county, municipality, RAC, or local recipient used funds in violation of that section or did not meet all contract requirements.

#### SECTION VIII. BUDGET:

SOURCE OF FUNDS: State

DSHS will make four (4) lump sum installments to Contractor based on the following schedule:

- 1) 25% of the total Attachment amount no later than 30 days after the Program Attachment is fully executed;
- 2) 25% of the total Program Attachment amount on or after December 1, 2008 and upon receipt and approval of the first progress report;
- 3) 25% of the total Program Attachment amount on or after March 2, 2009 and upon receipt and approval of the second progress report; and,
- 4) 25% of the total Program Attachment amount on or after June 1, 2009 and upon receipt and approval of the third progress report.

Contractor will not be reimbursed more than the total Program Attachment amount.

DSHS will distribute funds in a way that will maximize the implementation of the Texas EMS/Trauma System. DSHS will monitor Contractor's billing activity on a quarterly basis. If utilization is above or below the projected in Contractor's total Program Attachment amount, shown in SECTION VIII. BUDGET, Contractor's Attachment amount may be subject to an increase or decrease for the remainder of the Program Attachment period. Contractor may be subject to Attachment amount increases during the Program Attachment period if Contractor's billing activity exceeds projections and funds are available. Contractor may be subject to Attachment amount decreases if Contractor's billing activity is less than projected.

DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Attachment (but not otherwise paid during the term of this Attachment) if it is in the best interest of the State of Texas and DSHS to do so. If Contractor

exceeds the total contract amount of the Program Attachment, Contractor will continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

Total payments will not exceed \$.