

DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT 2014-001126-00



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Tom Green County (Contractor), a Governmental, (collectively, the Parties) entity.

- 1. Purpose of the Contract:** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.
- 2. Total Amount:** The total amount of this Contract is \$175,000.00.
- 3. Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
- 4. Term of the Contract:** This Contract begins on 09/01/2013 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
- 5. Authority:** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
- 6. Program Name:** EXEC/PPH Potentially Preventable Hospitalizations Initiative (Office of State E

## 7. Statement of Work:

CONTRACTOR will attempt to reduce hospital admissions and/or hospital charges for adult county residents of CONTRACTOR by 15% for each potentially preventable hospitalization condition(s) in Exhibit A.

CONTRACTOR shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

CONTRACTOR shall comply with applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

Department of State Health Services (DSHS) shall inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline. CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). If the CONTRACTOR is unable to comply with an amended law, rule, regulation, standard or guideline, DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor CONTRACTOR'S expenditures on a quarterly basis. If expenditures are below that projected in CONTRACTOR'S total contract amount, CONTRACTOR'S budget may be subject to a decrease for the remainder of the contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

### PERFORMANCE MEASURES:

CONTRACTOR shall complete all PERFORMANCE MEASURES.

CONTRACTOR will work with DSHS to develop and implement a Plan of Action for each adult potentially preventable hospitalization condition in Exhibit A by 09/27/13. CONTRACTOR will obtain written approval from DSHS prior to implementing the Plan(s) of Action. DSHS will provide CONTRACTOR with a template for the Plan(s) of Action and with the name(s) of DSHS staff authorized to approve the Plan(s) of Action by 09/01/13.

CONTRACTOR will implement evidence-based intervention(s) for each corresponding adult potentially preventable hospitalization condition in Exhibit A. CONTRACTOR will focus intervention(s) to benefit adult county residents of CONTRACTOR.

CONTRACTOR will establish and/or identify a coalition to advise CONTRACTOR on developing and implementing a Plan of Action for each adult potentially preventable hospitalization condition in Exhibit A by 09/27/13. CONTRACTOR will ensure the coalition meets at least every sixty (60) calendar days from 09/01/13 through 08/31/15 to discuss and coordinate activities in the Plan(s) of Action. CONTRACTOR will ensure the coalition consists of representatives from at least five (5) organizations in the county of the CONTRACTOR. CONTRACTOR will invite DSHS to all coalition meetings. DSHS will provide CONTRACTOR with the name(s) of DSHS staff to invite by 09/01/13.

CONTRACTOR will hold at least one meeting to educate the community about the Plan(s) of Action by 09/27/13. CONTRACTOR will advertise the meeting in local media. CONTRACTOR will invite DSHS to the meeting. DSHS will provide CONTRACTOR with the name(s) of DSHS staff to invite by 09/01/13.

CONTRACTOR will be evaluated on applicable hospital admissions and/or hospital charges data for 09/01/11 – 08/31/13, compared to 09/01/13 – 08/31/15. CONTRACTOR will attempt to reduce applicable hospital admissions and/or hospital charges by 15% for the period of 09/01/13 – 08/31/15, as compared to the period of 09/01/11 – 08/31/13. CONTRACTOR will not have to pay back funding to DSHS, if applicable hospital admissions and/or hospital charges are not reduced by 15%. CONTRACTOR'S ability to receive future funding from DSHS to reduce adult potentially preventable hospitalizations could be linked to CONTRACTOR'S performance in reducing applicable hospital admissions and/or hospital charges. Applicable hospital admissions and/or hospital charges are the hospitalization conditions in Exhibit A.

DSHS will conduct an evaluation of applicable hospital admissions and/or hospital charges for adult county residents of CONTRACTOR by 07/31/14 to determine if contract with CONTRACTOR should remain, be modified or terminated. DSHS will conduct the evaluation using applicable hospital admissions and/or hospital charges provided by DSHS for the period 07/01/12 – 06/30/13.

CONTRACTOR will ensure the county judge designates a Project Contact and a Finance Contact to work with DSHS by 09/01/13. CONTRACTOR will authorize the Project Contact to work with DSHS on program coordination issues. CONTRACTOR will authorize the Finance Contact to work with DSHS on financial coordination issues.

CONTRACTOR will ensure at least two individuals representing CONTRACTOR are available to meet with DSHS in county of CONTRACTOR at DSHS' request. DSHS will provide CONTRACTOR with meeting request information at least 10 calendar days before requested meeting.

CONTRACTOR will ensure at least two individuals representing CONTRACTOR attend up to two technical assistance meetings for CONTRACTORS involved with the Potentially Preventable Hospitalizations Initiative if held by DSHS. DSHS will provide CONTRACTOR with meeting information at least 45 calendar days before meeting is held.

#### PROGRAMMATIC REPORTING SUBMISSION REQUIREMENTS:

DSHS will provide CONTRACTOR with DSHS email address to email the progress reports to by 09/01/13. DSHS will provide CONTRACTOR with a template for the progress reports by 09/01/13. CONTRACTOR will ensure the county judge has been sent each progress report before it is emailed to DSHS.

See Programmatic Reporting Requirements section for required reports.

#### BILLING INSTRUCTIONS:

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link <http://www.dshs.state.tx.us/cmpps/>. For assistance with CMPS, please email [CMPS@dshs.state.tx.us](mailto:CMPS@dshs.state.tx.us) or call 1-855-312-8474.

**8. Service Area**

Tom Green County

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**10. Procurement method:**

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00052

RLHS GoLive EXEC\_PPH Proposal

**11. Renewals:**

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2015

**12. Payment Method:**

Cost Reimbursement

**13. Source of Funds:**

STATE

**14. DUNS Number:**

047547104

**15. Programmatic Reporting Requirements:**

<b>Report Name</b>	<b>Frequency</b>	<b>Period Begin</b>	<b>Period End</b>	<b>Due Date</b>
Program Progress	Quarterly	11/30/2013	09/01/2013	12/20/2013
Program Progress	Quarterly	02/28/2014	12/01/2013	03/21/2014
Program Progress	Quarterly	05/31/2014	03/01/2014	06/30/2014
Program Progress	Quarterly	08/31/2014	06/01/2014	09/19/2014
Program Progress	Quarterly	09/01/2014	9/01/2014	11/30/2014
Program Progress	Quarterly	02/28/2015	12/01/2014	03/20/2015
Program Progress	Quarterly	05/31/2015	03/01/2015	06/19/2015
Program Progress	Quarterly	08/31/2015	06/01/2015	09/18/2015

## **16. Special Provisions**

General Provisions, Section 1.03 Reporting Article, are revised to include the following paragraph: CONTRACTOR shall submit progress reports that describe progress toward achieving the activities in the Plan(s) of Action and any written revisions. CONTRACTOR shall submit the progress reports in a format to be provided by DSHS. Failure to submit a required report or additional requested information by the due date specified in the Program Attachment(s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of CONTRACTOR'S future contracting opportunities with DSHS.

General Provisions, Section 12.01 Responsibilities and Restrictions Concerning Governing Board, Officers and Employees, is not applicable to this Program Attachment.

General Provisions, General Terms Article VIII, Amendment Section 13.15, is amended to include the following: CONTRACTOR must submit all amendment and revision requests to this Program Attachment in writing to the Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

**17. Documents Forming Contract.** The Contract consists of the following:

- a. Contract (this document) 2014-001126-00
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budgets
  
- d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
- e. Exhibits Exhibit A

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

**18. Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

**19. Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:  
Vendor Identification Number: 17560011847

**20. Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

**Department of State Health Services**

By: \_\_\_\_\_  
Signature of Authorized Official

Date:

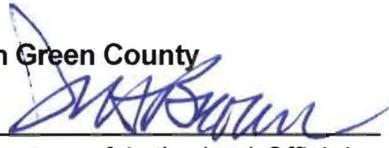
Name and Title:  
1100 West 49th Street  
Address  
Austin, TX 787-4204

City, State, Zip

Telephone Number

Address

**Tom Green County**

By:   
Signature of Authorized Official

Date: 8/20/2013

Name and Title:  
Judge Mike Brown, County Judge

Address:  
113 W. Beauregard

City, State, Zip:  
San Angelo, TX 76903

Telephone Number:  
325-653-3318

E-mail Address:  
mike.brown@co.tom-green.tx.us