

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2009-029750 (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 HIDALGO COUNTY HEALTH & HUMAN SERVICES (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$454,557.00, and the payment method(s) shall be as specified in the Program Attachments.
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 09/01/2008 and ends on 08/31/2009. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. 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. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2009-029750-001 SDI - FEE FOR SERVICE
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

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.

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

8. **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: HIDALGO COUNTY

Address: 100 N CLOSNER BLVD HIDALGO COUNTY COURTHOUSE
EDINBURG, TX 78539-3563

Vendor Identification Number: 17460007176060

9. **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.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY HEALTH & HUMAN SERVICES

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

CONTRACT NO. 2009-029750
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000343186

CONTRACTOR: HIDALGO COUNTY HEALTH & HUMAN SERVICES

DSHS PROGRAM: SDI - FEE FOR SERVICE

TERM: 09/01/2008 THRU 08/31/2009

SECTION I. STATEMENT OF WORK:

Contractor shall work collaboratively with DSHS to pilot tools, processes and activities which are designed to integrate delivery of identified services and to streamline and simplify contract administration.

Contractor shall use funds provided by this Program Attachment to provide and assure integration of one or more of the following services:

- Primary Health Care;
- Title V Child Health and Dental Services (Fee-for-Service);
- Title V Prenatal Services (Fee-for-Service);
- Title V Family Planning (Fee-for-Service);
- Title XX Family Planning; and
- Tuberculosis Elimination.

These services and standards are further described in the "Service Delivery Integration (SDI) Policies and User Manual" Fiscal Year 06-2, or latest revision.

Where applicable, Contractor shall provide integration with the following services:

- Title V Maternal and Child Health Services (Part B/Population-Based, and Children with Special Health Care Needs);
- Title X Family Planning;
- Special Supplemental Nutrition Program for Women, Infants and Children (WIC);
- Title XIX Family Planning;
- Title XIX Texas Health Steps; and
- Children's Health Insurance Program (CHIP).

In-scope programs include:

- Title V Child Health & Dental, Prenatal, Dental, Dysplasia, and Family Planning
- Title V Prenatal;
- Title X Family Planning;

- Title XX Family Planning;
- Primary Health Care; and
- Tuberculosis Elimination.

Contractor shall utilize fee-for-service rates for all contractor payments except Title X.

Contractor shall participate collaboratively with DSHS in the development, modification and evaluation of activities, tools, and processes, which facilitate integration of:

- Intake and eligibility determination;
- Billing and client fees;
- Uniform contract requirements;
- Reporting;
- Clinical standards;
- Contract monitoring;
- Policy development; and
- Automated information systems.

Contractor shall enter client data and billing information into DSHS SDI Integrated Eligibility, Billing and Reporting System (SIEBRS) as described in the "SDI Policies and Users Manual" Fiscal Year 06-2, or latest revision, for the activities funded by this Program Attachment.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this Program Attachment unless amended, including, but not limited to:

- Sterilizations, 42 CFR Part 50, Subpart B; and
- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, subchapter B.

The following documents are incorporated by reference and made a part of this Program Attachment:

- DSHS FY09 Primary Health Care Renewal Application and any revisions;
- Contractor's FY09 Primary Health Care Renewal Application and any revisions;
- DSHS FY09 Title V Maternal and Child Health and Dental Services Renewal RFP and any revisions;
- Contractor's FY09 Title V Maternal and Child Health and Dental Services Renewal Application and any revisions;
- DSHS FY09 Title V, Title X and/or Title XX Family Planning Contract Continuation Renewal Application and any revisions;
- Contractor's FY09 Family Planning Contract Continuation Renewal Application and any revisions;
- DSHS FY09 Title V Maternal and Child Health Prenatal Services Renewal Contract Application and any revisions;
- Contractor's FY09 Title V Maternal and Child Health Prenatal Services Renewal Contract Application and any revisions.

Manuals

- DSHS "SDI Policies and Users Manual" Fiscal Year 06-2, or latest revision, including "SDI: Clinic Operations and Medical Standards";

Quality Management

- *Department of State Health Services Standards for Public Health Clinic Services*, revised August 2004, or latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2009, and Core Tool Monitoring Instructions, FY09, or latest revision;
- DSHS Service Delivery Integration (SDI) On-site Evaluation Report, revised for 2009 and Service Delivery Integration Tool Instructions, revised for 2009 or latest revision;
- DSHS Service Delivery Integration (SDI) Clinical Record Review Tool, revised for 2009, or latest revision; and
- DSHS Service Delivery Integration (SDI) Eligibility and Billing Record Review Tool, revised for 2009, or latest revision

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS Program, in writing, if it will not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). Contractor may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall coordinate its services with existing Federally Qualified Health Centers (FQHCs) located in its county(s) or examine seeking designation as an FQHC if no FQHC is currently available within its county(s).

A Contractor that is designated as a FQHC shall operate extended weekend and evening hours.

Contractor shall perform no elective abortion procedures, shall neither contract with nor provide funds to any individual or entity for the performance of elective abortions, and shall submit no claims to DSHS for reimbursement of direct or indirect costs (including overhead, rent, phones, and utilities) of abortion procedures.

If Contractor is affiliated with an entity that performs elective abortion procedures or becomes affiliated with an entity that performs elective abortions at any time during the term of this contract,

1. Contractor and its abortion-services affiliate must be legally separate corporations, with separate articles of incorporation and separate bylaws. If Contractor is a State or local governmental entity, the abortion-services affiliate must be a legally separate organization with a separate governing structure.
2. Contractor and its abortion-services affiliate must have easily distinguishable names.
3. Contractor and its abortion-services affiliate must have separate boards of directors or governing bodies which meet separately and maintain separate records.
4. Contractor may not transfer any funds distributed under DSHS Strategy B.1.3 to its abortion-services affiliate. Contractor must assure that its affiliated entity apportions fair value for any

shared expenses or costs (including overhead, rent, phones, equipment, and utilities) in accordance with generally accepted accounting principles.

5. Contractor shall assure that any person employed part-time by Contractor and by its abortion-services affiliate shall contemporaneously maintain accurate time records, similar to time records maintained by attorneys, though not necessarily by means of an automatic recording device such as a "time clock", that clearly reflect the work performed for each employer.
6. If Contractor and its abortion-services affiliate are located at the same physical location, Contractor shall assure that the existence and separate nature of the affiliate relationship are clearly reflected by appropriate signage in areas accessible to the public.
7. Contractor and its abortion-services affiliate must each maintain records adequate to show compliance with the foregoing requirements.

Applicants awarded a contract for the current fiscal year shall thereby begin operations within thirty (30) days of contract execution.

All activities must be performed in accordance with Contractor's final approved work plan

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, the Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the terms of the contract.

Contractor shall provide services to unduplicated clients who live or receive services in the following county(s) area: Hidalgo.

Performance measures set out in the "SDI Policies and Users Manual" and Contractor's response to the Competitive and/or Renewal Applications as approved by DSHS.

SECTION III. SOLICITATION DOCUMENT: This Program Attachment may be funded by one or more of the following RFPs: RFP # CHS-0172.1; and/or # CHS/PHC-0226.1; and/or # CHS/FEE-0233.1

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Fee-for-Service

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall enter and transmit client data and billing information into DSHS SIEBRS as described in the "SDI Policies and Users Manual" for the activities funded by this Program Attachment. DSHS will batch the electronic transmissions and generate and process a weekly payment voucher for Contractor. Payments are contingent upon a signed Contract and will not exceed the total of authorized funds under this Program Attachment. Contractor is entitled to payment only if the service, work, and/or product has been authorized by the Department and

performed or provided pursuant to the Contract. If those conditions are met, DSHS will make payment in accordance with the Texas prompt payment law (Tex. Gov't. Code, Chapter 2251). Contractors must comply with Tex. Gov't. Code, Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment by DSHS shall not constitute acceptance or approval of Contractor's performance and Contractor's performance shall be subject to audit or review by DSHS.

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS: 93.994; State

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Title V Child Health and Dental.

Contractor may bill up to the maximum amount specified below for each of the services funded by this Program Attachment. Total payments will not exceed \$ 454,557.00.

TITLE V MCH FEE-FOR-SERVICE	\$34833.00
TITLE V FAMILY PLANNING FEE-FOR-SERVICE	\$210476.00
TITLE XX	\$0.00
PRIMARY HEALTH CARE	\$0.00
TUBERCULOSIS ELIMINATION	\$209248.00

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article I, section 1.03 is revised to include:

Contractor shall submit reports in the standard format provided by the DSHS Program only for any performance goals or activities not captured or reported in SIEBRS.

General Provisions, **Services** Article II, Section 2.05 is revised to include:

Contractor shall implement a sliding fee scale that includes adjustments for family size and income for the provision of public health services. The sliding fee scale shall be based on the cost of the services provided and the Federal Poverty Guidelines, which are published annually by the U.S. Department of Health and Human Services. DSHS will provide the revised Federal Poverty Guidelines to Contractor along with guidance on adjusting the sliding fee scale. Contractor shall be responsible for the development and implementation of policies and procedures for charging, billing and collecting fees. These policies and procedures shall be reviewed by Contractor's policy board or advisory committee.

Contractor shall assess and document each prospective client's eligibility or potential eligibility for third party reimbursement. In accordance with the SDI Policies and Users Manual, Contractor may assess a co-pay from clients provided services under this Program Attachment. A co-pay shall not be assessed from a client whose family income is at or below

100% of the most recently defined federal poverty level. A co-pay assessment may not exceed 25% of the amount DSHS pays for the provision of a given service. A client shall not be denied services due to inability to pay.

General Provisions, **Services** Article II, Section 2.06 is revised to include:

Pharmacy. If Contractor is dispensing and/or providing prescribed medications, e.g. birth control pills, antibiotics, etc. on site, it shall have, at a minimum, a Class D pharmacy license as provided by the Texas Pharmacy Act, Occupations Code, Chapter 560, or shall dispense and/or provide such medications in compliance with other pharmacy statutes with prior approval from DSHS.

General Provisions, **Funding** Article III, section 3.05 is replaced with the following:

Gross income directly generated from Department funds through a project or activity performed under a Program Attachment and/or earned only as a result of a Program Attachment during the term of the Program Attachment are considered program income. Program income shall be used by Contractor to further the program objectives of the state or federal statute under which the Program Attachment was made, and it shall be spent on the same Program Attachment project in which it was generated. Contractor shall identify and report all program income utilizing SIEBRS, which is the DSHS Program's automation system, as described in the "SDI Policies and Users Manual."

These program income provisions shall not be construed to apply to funds raised by Contractor from fund-raising activities or donations. Fund raising includes membership drives or special events used to raise program funds. Donations include monies donated to the program by individuals and private groups, such as churches or other organizations.

Program income may be collected and retained by Contractor so long as it is used to provide services specified in the Statement of Work detailed in this Program Attachment.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 4.02 is replaced with the following:

Contractor's contract amount under this Program Attachment is a ceiling against which it may bill, on a fee-for-service basis, according to the Medicaid rates incorporated into SIEBRS for the provision of allowable services to eligible clients. Only allowable services provided to eligible clients may be billed against this ceiling. The current schedule of Medicaid rates may be modified at the sole discretion of the State Medicaid Agency. DSHS must provide thirty (30) days written notice to Contractor should the modification include a reduction in rates. Notification of an increase in rates does not require written notification. The notice will provide Contractor with an opportunity to terminate this Program Attachment should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

Contractor shall bill DSHS in accordance with the "SDI Policies and User Manual". Contractor shall submit billing information, utilizing DSHS SIEBRS, within sixty (60) calendar days following the delivery date of service.

General Provisions, **Terms and Conditions of Payment** Article V, Section 5.01 is replaced with the following:

Contractor shall enter and transmit client data and billing information into DSHS SIEBRS as described in the "SDI Policies and Users Manual" for the activities funded by this Program Attachment. DSHS will batch the electronic transmissions and generate and process a weekly payment voucher for Contractor. Payments are contingent upon a signed Contract and will not exceed the total of authorized funds under this Contract. Contractor is entitled to payment only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to the Contract. If those conditions are met, DSHS will make payment in accordance with the Texas prompt payment law (TEX. GOV'T. CODE, Chapter 2251). Contractors must comply with TEX. GOV'T. CODE, Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment by DSHS shall not constitute acceptance or approval of Contractor's performance and Contractor's performance shall be subject to audit or review by DSHS.

General Provisions, **Terms and Conditions of Payment** Article V, Section 5.04 is replaced with:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor agrees to not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, **Access and Inspection** Article IX, Section 9.01 is revised to include:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, **Breach of Contract and Remedies for Non-Compliance** Article.

General Provisions, **Assurances and Certifications** Article XI, Section 11.01, is revised to include:

If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:

- Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
- Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,

- Has been excluded from participation in a program under 42 U.S.C. § 1395 *et seq.*; or under a State health care program.

If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify DSHS in writing, in the event that the foregoing statement changes during the term of this Program Attachment. A false statement regarding Contractor's status will be treated as a material misrepresentation.

General Provisions, **General Business Operations of Contractor** Article XII, Section 12.18 is revised to include:

Contractor shall notify the Performance Management Unit, Contract Development and Support Branch, of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, and the closure, relocation, and/or opening of new clinic sites.