

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2011-036953 (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 AND HUMAN SERVICES DEPARTMENT (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 \$244,205.00, 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 09/01/2010 and ends on 08/31/2011. 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:

2011-036953-001 CHS-FEE FOR SERV.-FAMILY PLANNING
 - 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: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
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 AND HUMAN SERVICES DEPARTMENT

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. 2011-036953
PROGRAM ATTACHMENT NO.001

CONTRACTOR: HIDALGO COUNTY HEALTH AND HUMAN SERVICES
DEPARTMENT

DSHS PROGRAM: CHS-FEE FOR SERV.-FAMILY PLANNING

TERM: 09/01/2010 THRU: 08/31/2011

SECTION I. STATEMENT OF WORK:

Contractor shall provide, or assure the provision of, family planning services for Title V eligible clients. Contractor shall provide services approved in the Contractor's application or shall have an established referral relationship with a qualified provider of each approved service that it does not provide.

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:

- Regulations applicable to Administration of Grants, 45 CFR Parts 74 & 92;
- Sterilizations, 42 CFR Part 50, Subpart B; and
- DSHS Family Planning Rules, 25 TAC, Chapter 56.

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

- DSHS Community Health Services Title V, X and XX Family Planning FY 10 Competitive Request For Proposal (RFP), # CHS-0325.1;
- Contractor's FY 10 Competitive Response, and any revisions;
- Current version of the DSHS Family Planning Policy Manual for Titles V, X, and XX;
- DSHS *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 2010, or latest revision, and Core Tool Monitoring Instructions, FY2010, or latest revision; and
- DSHS Title V Maternal, Child Health, Dysplasia, Family Planning On-site Evaluation Report, revised for 2010, or latest revision, and FY 2010 Monitoring Tool Instructions, or latest revision.

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

DSHS Health Service Regional Director or designee, as coordinator of regional services, will assist DSHS staff in providing direction to Contractor. DSHS personnel may, from time to time, provide technical assistance and training to Contractor. Contractor shall cooperate with DSHS staff to attain the goals of policy application, coordinated services and quality assurance.

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

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

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) for 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.

If Contractor becomes affiliated with an entity that performs elective abortions at any time during the term of this contract, Contractor shall immediately provide to DSHS in writing the name and address of the affiliate and the date on which the affiliation became effective.

Eligible Population:

- Females of childbearing age, who have not had sterilization surgery or other condition resulting in sterilization and who are seeking family planning services.
- Males of reproductive age who have not had sterilization surgery or other condition resulting in sterilization and who are seeking family planning services.

Service Area: Hidalgo

Location: Multiple clinic locations identified through DSHS website at: <http://www.dshs.state.tx.us/famplan/locator.shtm>.

SECTION II. PERFORMANCE MEASURES:

The following performance measure(s) 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 other terms of the contract.

1. Contractor shall provide family planning clinical services to at least 2209 unduplicated clients.
2. At least 30% of the total amount of this Program Attachment shall be for services provided by Contractor to Title V eligible individuals who are not more than twenty-one (21) years of age.

SECTION III. SOLICITATION DOCUMENT: ESBD # CHS-0325.1.

SECTION IV. RENEWALS: Contract renewals are contingent upon satisfactory performance and continued availability of funding. The contract may be renewed for up to four additional one-year (12-month) periods.

SECTION V. PAYMENT METHOD: Fee for Service

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall submit claims to the Texas Medicaid and Healthcare Partnership (TMHP) on a monthly basis for allowable services provided to Title V eligible clients. Contractors shall use the approved Family Planning 2017 Claim Form for billing family planning services to eligible clients during the claim period indicated on the billing form. Requests for payment shall be submitted to TMHP from November 1, 2009, through August 31, 2010, in a manner compatible with the Compass 21 billing system, by the 60th day after the date on which services were provided or the date of any third party insurance Explanation of Benefits form. Appeals must be submitted within 120 days of the Remittance and Status Report that indicates the claim reached a

finalized status. All requests for payment shall be submitted within 60 days of the end of the Program Attachment term.

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS: State

Contractor shall adhere to the current schedule of allowable services and rates located on the DSHS website at <http://www.dshs.state.tx.us/famplan/contractor/default.shtm#code>.

Total payments will not exceed \$244,205.00.

SECTION VIII. SPECIAL PROVISIONS:

For purposes of this Program Attachment only, the following provisions shall apply:

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

Contractor shall submit reports as deemed necessary by DSHS upon reasonable notice to Contractor.

General Provisions, **Compliance and Reporting** Article I, Section 1.04 is revised to include:

All individuals considered for Title V eligibility shall be screened and determined eligible using the DSHS Family Planning 2025 Combined Eligibility Form. Any other method or form for assessment of eligibility shall be approved by DSHS.

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

Co-pay: Contractor may assess a co-pay from clients who receive services under this Program Attachment if the co-pay is assessed according to a sliding fee scale adjusted for family size and income, approved in advance by DSHS. A co-pay shall not be assessed from such clients if their family incomes are at or below 100% of the most recently defined federal poverty level. Co-pay may not exceed 25% of the authorized and approved reimbursement amount(s) for allowed services. A client shall not be denied services due to inability to pay.

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

Pharmacy: In order to dispense and/or provide prescription medications, e.g., birth control pills, antibiotics, etc., on site, the Contractor 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.

Sterilization: Contractor shall comply with all federal regulations applicable to sterilization procedures. Contractor shall comply also with consent procedures as

outlined in the Family Planning Policy Manual. Prior to receiving a sterilization, the client shall sign a copy of the U.S. Department of Health and Human Services (DHHS) approved sterilization consent form, and a copy of the sterilization consent form required by the Texas Medical Disclosure Panel. The original of both forms, with all required signatures (including the physician's), shall be kept in the client's medical records.

General Provisions, **Funding** Article III, Section 3.05, is revised to include:

All revenues directly generated by a Program Attachment(s) supported activity or earned only as a result of the Program Attachment(s) during the term of the Program Attachment(s) are considered program income. 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 revised to include:

Contractor's contract amount under this Program Attachment is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable family planning services to Title V eligible clients. Only allowable services provided to Title V eligible clients shall be billed against this ceiling. The current schedule of allowable services and approved rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. 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 the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

Billing Activity: DSHS shall distribute funds to maximize the delivery of authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If utilization is below that projected in Contractor's contract ceiling amount, shown in SECTION II. PERFORMANCE MEASURES, Contractor's ceiling may be subject to a decrease for the remainder of the Program Attachment period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected. If Contractor exceeds the ceiling amount of the Program Attachment, Contractor shall continue to submit claims to TMHP for the services provided.

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

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 shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, **Allowable Costs and Audit Requirements** Article VI, Section 6.01 is revised to include:

DSHS shall include in any financial audit of state funds received by Contractor under this Program Attachment, a review to ensure compliance with the requirements of Department of State Health Services Rider 69, General Appropriations Act, 81st Legislature.

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 the 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 clinic site(s).



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2011-036953

Application or Contract Number

HIDALGO COUNTY HEALTH AND
HUMAN SERVICES DEPARTMENT

Organization Name