

CONTRACT NO. 2010-033902
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO. 0000356391

CONTRACTOR: WILLIAMSON COUNTY EMS

DSHS PROGRAM: EMS - LOCAL PROJECTS

TERM: 10/15/2009 THRU: 08/31/2010

SECTION I. STATEMENT OF WORK:

Contractor shall conduct Emergency Medical Services (EMS) program activities to develop, upgrade, or expand emergency medical services systems.

All activities shall be performed in accordance with Department of State Health Services (DSHS's) Request for Proposal (RFP), EMS/LPG-0328.1 issued on March 23, 2009, and Contractor's application plan as agreed to and approved by DSHS. These documents are hereby adopted and incorporated by reference herein as part of this Program Attachment.

SECTION II. PERFORMANCE MEASURES:

Contractor's performance will be measured in part on the achievement of the following activities and performance measures.

Contractor shall perform the following activities and provide documentation to DSHS in the manner and timeframes specified by Program.

1. Conduct Emergency Medical Services (EMS) program activities to develop, upgrade, or expand emergency medical services by completing the projects and/or acquiring items as stated in the contractor's application plan as agreed to and approved by DSHS in Exhibit A.

SECTION III. SOLICITATION DOCUMENT:

Competitive RFP #EMS/LPG-0328.1 for EMS Local Project Grant FY 10 issued on March 23, 2009

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Cost Reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor may claim reimbursement for approved equipment item(s) by attaching invoice(s) for the item(s) ordered along with the purchase voucher (Form B-13), at any time within the Program Attachment term. All items claimed for reimbursement shall be procured within the

Program Attachment term. The Contractor shall submit paid invoices for reimbursement no later than 30 days after the Program Attachment term. Contractor shall also forward proof of payment (e.g., copy of canceled check or a paid invoice with a zero balance) and a copy of the shipping invoice showing the delivery date of any item(s) that were claimed for reimbursement by this method.

Invoices and all supporting documentation shall be submitted to the address below.

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

SECTION VII. SPECIAL PROVISIONS:

For the purposes of this Program Attachment, and as specified in the RFP, Disposable Supplies, Personnel, Fringe Benefits, Land Purchases, Buildings, Day-to-day Operating Expenses (e.g., Fuel, Insurance, Loan Payments, Rent, etc.) and Indirect Costs are not allowable costs.

If the total costs of the project are greater than the DSHS amount of funding as contained within SECTION VIII. BUDGET, Contractor shall obtain funds for the remaining costs in order to accomplish project activities agreed upon herein.

DSHS may withhold or deny payment in accordance with the General Provisions if project requirements are not accomplished or sufficiently documented.

General Provisions, **Compliance and Reporting** Article, **Reporting** Sections are not applicable to this Program Attachment.

General Provisions, **Services** Article, **Education to Persons in Residential Facilities**, **Consent to Medical Care**, and **Telemedicine Medical Services** through **Cost Effective Purchasing of Medications** Sections are not applicable to this Program Attachment.

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General Provisions, **Confidentiality** Article, **Exchange of Client-Identifying Information**, **Security of Patient or Client Records**, and **HIV/AIDS Model Workplace Guidelines** Sections are not applicable to this Program Attachment.

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

General Provisions, **General Business Operations of Contractor** Article, **Insurance and Bonding, Cost Allocation Plan** through **Historically Underutilized Businesses (HUBs)**, **Contracts with Subrecipient Subcontractors** through **Incorporation of Terms**, and **Equipment and Controlled Assets Purchases** through **Assets as Collateral Prohibited** Sections are not applicable to this Program Attachment.

SECTION VIII. BUDGET

SOURCE OF FUNDS: State

Total reimbursements will not exceed \$12,500.00.

The items and/or projects being funded are specified in Exhibit A, which is attached hereto and made a part hereof.

2010-033902-001

Equipment List

Equipment Total: \$ 12,500.00

Item #	Equipment Description	Units	Unit Cost	Total
1	Simulation Training Manikin - DSHS: \$12,500 Entity Match: \$37,500	1	\$12,500.00	\$12,500.00

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2010-033902 (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 WILLIAMSON COUNTY EMS (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 \$12,500.00, 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 10/15/2009 and ends on 08/31/2010. 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:

2010-033902-001 EMS - LOCAL PROJECTS
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), RFP # EMS/LPG – 0328.1
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits attached.

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: WILLIAMSON COUNTY EMS
Address: P.O. BOX 873
GEORGETOWN, TX 78627
Vendor Identification Number: 17460009787019

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

WILLIAMSON COUNTY EMS

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

2010-033902-001

Categorical Budget:

PERSONNEL	\$0.00
FRINGE BENEFITS	\$0.00
TRAVEL	\$0.00
EQUIPMENT	\$12,500.00
SUPPLIES	\$0.00
CONTRACTUAL	\$0.00
OTHER	\$0.00
TOTAL DIRECT CHARGES	\$12,500.00
INDIRECT CHARGES	\$0.00
TOTAL	\$12,500.00
DSHS SHARE	\$12,500.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$12,500.00

Equipment List Attached.

Exhibit A

Texas Department of State Health Services 2010 EMS Local Projects Grant Awards

Name of Organization: Williamson County Emergency Medical Services

Total Award: \$12,500

Approved Project(s)- (Quantity, Item, Award Amount per Item):

(1) Simulation Training Manikin \$12,500

Utilizing your 2010 Local Projects Grant Award

- The attached contract details your obligations for this grant.
- Any cost incurred prior to the start date listed in the contract will NOT be reimbursed.
- In all cases where matching funds are required, reimbursement from DSHS will not exceed the award amount or half of the cost of the item, which ever is less.
- Requesting reimbursement:
 - All awardees must submit invoice(s) which list the item(s) and price(s), dated within the contract period.
 - All awardees must submit **copies of paid receipts or cancelled checks.**
 - Awardees of education/training funds must also submit copies of course completion certificates of students.
 - All awardees: Please fax reimbursement documents to 512/834-6611 OR mail to:

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

- DSHS retains the right to refuse reimbursement for requests deemed inappropriate.

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