

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS000124600005  
AMENDMENT NO. 3**

The Department of State Health Services (DSHS) and The Far West Texas & Southern New Mexico Trauma Regional Advisory Council dba BorderRAC (Grantee), Parties to the Emergency Medical Services/County Regional Advisory Council (EMS/CO-RAC) Grant Program contract denominated DSHS Contract No. HHS000124600005 now want to amend the Contract further.

Whereas, the Parties want to add \$21,482.00 to the State Fiscal Year (SFY) 2021 budget;

Whereas, DSHS wants to renew the Contract for SFY 2022;

Whereas, the Parties want to add \$314,034.00 to the Contract to pay for services provided in SFY 2022;

Whereas, the Parties want to amend the SFY 2021 Statement of Work; and

Whereas, the Parties want to add a Statement of Work for SFY 2022 services.

The Parties therefore agree as follows:

**1. Amendments to Article IV**

Article IV of the Contract, Budget, is hereby amended as follows:

- (1) by adding \$21,482.00 to the SFY 2021 budget. The total not-to-exceed amount of the SFY 2021 budget is therefore increased from \$1,095,900.00 to \$1,117,382.00;
- (2) by adding \$314,034.00 to the Contract to pay for services provided in SFY 2022; and
- (3) by increasing the total Contract value from \$1,095,900.00 to \$1,431,416.00.

**2. Amendments to the Statement of Work**

- (1) Attachment A-3, FY21 Statement of Work, is hereby amended and replaced in its entirety with Attachment A-3.1, Revised SFY21 Statement of Work.
- (2) Attachment A-4, SFY22 Statement of Work, is hereby added to the Contract.

3. This Amendment shall be effective upon the date last signed below.

4. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in effect.

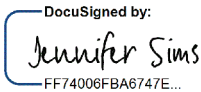
5. Any further revision to the Contract shall be by written agreement of the Parties.

**Signature Page Follows**

**SIGNATURE PAGE FOR AMENDMENT NO. 3  
DSHS CONTRACT NO. HHS000124600005**

**DEPARTMENT OF STATE HEALTH SERVICES**

**THE FAR WEST TEXAS & SOUTHERN NEW MEXICO  
TRAUMA REGIONAL ADVISORY COUNCIL (RAC)  
DBA BORDERRAC**

By:  \_\_\_\_\_  
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By:  \_\_\_\_\_  
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Printed Name: Jennifer Sims

Printed Name: Todd Haugen

Title: Deputy Commissioner

Title: Chair-Board of Directors

Date of Signature: May 12, 2021

Date of Signature: May 12, 2021

**The following documents are hereby incorporated into the Contract by reference:**

- Attachment A-3.1 Revised SFY21 Statement of Work**
- Attachment A-4 SFY22 Statement of Work**

**Attachments Follow**

**Attachment A-3.1**  
**Revised SFY21 Statement of Work**

I. GRANTEE RESPONSIBILITIES & REQUIREMENTS

A. Emergency Medical Services/COUNTY—Grantee shall:

1. Notify the Department of State Health Services (DSHS) whether Emergency Medical Services (EMS)/COUNTY funds will be distributed to EMS providers as an advance or as a reimbursement. Documentation packets for EMS providers which received funds as an advance must be reconciled immediately upon the funds being expended by the EMS provider and Grantee-reconciled packets must be submitted to DSHS on a quarterly basis;
2. Submit a Distribution Plan on the template located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm> which delineates how the Grantee shall distribute funds to eligible EMS providers in the Grantee's trauma service area (TSA) counties to ensure coordination within the appropriate TSA (see Attachment B-2.2). Upon DSHS receipt, the Distribution Plan shall be incorporated as part of this Contract;
3. Distribute funds as detailed in the most current Distribution Plan on file with DSHS. Any redirection of funds allocated to an EMS provider as documented on the Distribution Plan now being redirected to another EMS provider requires that the Distribution Plan be resubmitted to DSHS for review prior to distributing the funds. Funds not distributed as detailed in the most current Distribution Plan may result in disallowed costs upon the end-of-the-year reconciliation by DSHS Contract Management Section (CMS). **Funds distributed to EMS providers as an advance may not be reduced by the Grantee for the cost of dues, fees, or services provided by the Grantee and that are billed to the EMS providers;**
4. Prioritize, in the order listed below, EMS provider reimbursements to ensure the viability of the organization to ensure continued emergency medical services are provided:
  - a. EMS operational expenses used to maintain the viability of the organization;
  - b. EMS supplies;
  - c. EMS education and training:
    - i. Cost of meals during overnight travel may be reimbursed only if EMS personnel are attending meetings or conferences that relate to the EMS/COUNTY Grant Program and technical information is being disseminated; and
    - ii. Subgrantees must have travel policies that specify maximum reimbursement limits for meals, lodging, and the mileage rate. Otherwise, the State of Texas travel policies and regulations will be applied;
  - d. EMS equipment;
  - e. EMS ambulances (other vehicles may be considered upon request and prior approval by DSHS); and
  - f. EMS communication systems.

5. Ensure Contract funds **are not** used for the following:
  - a. Buildings or real property, unless Grantee obtains prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval;
  - b. Purchase and improvement of land;
  - c. Food (other than as specified under A(4)(c)(i));
  - d. Investments (such as stocks, bonds, or mutual funds); and
  - e. Expenses associated with a person or entity that has been hired to affect the outcome of legislation.
6. If necessary, utilize EMS/Regional Advisory Council or Systems Development funds to administer the EMS/CO deliverables;
7. In the event that funds are distributed to EMS providers as an advance, submit quarterly complete, reconciled, and verified accurate EMS Provider Expenditure Reports on the template located at: <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>.

The EMS Provider Expenditure Report should include the required back-up documentation by the dates included on the Deliverables Reporting Calendar until all EMS Provider Expenditure Reports have been submitted but no later than the final due date on the Deliverables Reporting Calendar. EMS Provider Expenditure Reports not reconciled by DSHS by the date included on the Deliverables Reporting Calendar will result in the EMS provider not being eligible to receive funds in the following Contract term;
8. In the event funds are distributed to EMS providers as a reimbursement, Grantee shall submit complete, reconciled, and verified accurate EMS Provider Expenditure Reports on the template located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm> with the required back-up documentation by the date included on the Deliverables Reporting Calendar;
9. Submit on the template provided by DSHS, located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>, a complete and accurate EMS Provider Summary Report that lists all EMS providers receiving funds, which aligns with the Distribution Plan on file with DSHS, by the date listed on the Deliverables Reporting Calendar;
10. Review Grant Technical Assistance Guide, located online at <https://hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/vendor-contract-information/grant-technical-assistance-guide.pdf>, for acceptable source documents to support expenditures identified in the EMS Provider Expenditure Report. Acceptable forms of documentation are also listed on the templates;
11. Respond to email from the Office of EMS/Trauma Systems that requests a list of the eligible EMS providers that met the RAC's eligibility requirements, participated in performance improvement activities as requested, and utilized the RAC's regional protocols regarding patient destination and transport;
12. Comply with the reporting requirements on the most current Deliverables Reporting Calendar, which shall be emailed to Grantee by DSHS no later than 30 days after

the start of the Contract term. The Deliverables Reporting Calendar is incorporated herein by reference and made a part of this Contract. The Deliverables Reporting Calendar will include deadlines for all deliverables described herein; and

13. Submit all the above-referenced reports and deliverables, as well as any additional requested reports, to [CMUReg.svcs@dshs.texas.gov](mailto:CMUReg.svcs@dshs.texas.gov).

B. EMS/RAC—Grantee shall:

1. Comply with all applicable laws including Health and Safety Code Sections 241.182–185, 773.122, and 780.003–006. If DSHS determines that Grantee disbursed funds to a RAC in violation of Health and Safety Code Sections 241.182–185, 773.122, and 780.003–006, then DSHS may refrain from distributing funds to Grantee for a period of at least one year but not more than three years;
2. Use funds as provided for in this Contract for the enhancement and delivery of patient care in the Grantee’s TSA;
3. Ensure that funds are used for the following allowable costs:
  - a. Supplies;
  - b. Operational expenses;
  - c. Education and training;
  - d. Equipment; and
  - e. Communication systems;
4. Ensure that funds are **not** used for the following:
  - a. Vehicles;
  - b. Improvements to buildings or real property without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval;
  - c. Purchase and improvement of land;
  - d. Investments (such as stocks, bonds, or mutual funds);
  - e. Expenses associated with a person or entity that has been hired to affect the outcome of legislation;
  - f. Salaries of Grantee’s Executive Board members or executive officers, as applicable; and
  - g. Food, except that the cost of meals for RAC staff and RAC board members attending meetings or conferences that pertain to carrying out activities under the Contract where there is dissemination of technical information is allowable. In addition, same-day meal expense may be reimbursable if the RAC staff person or RAC board member is outside of his or her designated headquarters for at least six consecutive hours;

5. Submit Supporting Documentation Reports which capture monthly expenditures (i.e., Personnel, Fringe, Travel, Equipment, Supplies, Contractual, Other, and Indirect Costs) as well as programmatic and administrative costs. Program income earned from funds directly associated with this program (i.e., fees or co-pays for services performed, income from the sale of items or services, registration fees collected, etc.) should also be reported. Rebates, refunds, discounts, and adjustments or credits should be treated as applicable credits and not as program income;
6. Submit a Final Supporting Documentation Report that includes expenditures from September 1, 2020, to August 31, 2021;
7. Submit a Final Narrative describing specifically how the funds were utilized to enhance and improve the delivery of EMS and trauma patient care in the region served;
8. Convene, at a minimum, three general membership meetings and provide during the meetings a financial report, which includes funds expended, planned expenditures, and remaining balance. Submit a copy of the financial report and agenda to DSHS. The deliverable due dates are as listed on the current Deliverables Reporting Calendar. A general membership meeting should be held within each of the following time frames:
  - a. May 1 to October 31;
  - b. November 1 to March 31; and
  - c. April 1 to August 31;
9. Review Grant Technical Assistance Guide located online at: <https://hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/vendor-contract-information/grant-technical-assistance-guide.pdf>. Grantee shall maintain as part of its accounting records and prepare to submit to DSHS within 14 days **upon request**, the following source documents to support expenditures identified in the Supporting Documentation Reports:
  - a. A detailed general ledger, specific to this program, which identifies and reconciles to costs reported in the Supporting Documentation Reports;
  - b. Timesheets or other record of actual hours worked, which reflect an after-the-fact distribution of the actual time spent on each activity, or documentation to support compliance with a substitute timekeeping system previously accepted by DSHS;
  - c. A payroll register, or similar report, that reflects 100% of the gross pay for employees charged to the Contract;
  - d. A labor distribution report, or similar document, that reflects the portion of an employee's gross pay charged to the Contract;
  - e. Vendor invoices for health, dental and similar fringe benefits; quarterly payroll tax reports for Federal Insurance Contributions Act and unemployment; and any other pertinent information necessary to support fringe benefits charged to the Contract;
  - f. Travel expense reports, including hotel bills and other applicable receipts, mileage logs, and the RAC Travel Policy to support travel costs charged to the Contract;

- g. Purchase orders, invoices, receiving reports, and any other pertinent source documents for expenses charged to the Contract in the Equipment, Supplies, and Other categories;
  - h. Reimbursement requests, vouchers, or invoices to support costs charged to the Contractual category;
  - i. Evidence of programmatic and financial monitoring efforts (i.e., review and analysis of supporting documentation, reconciliation of costs to general ledger, reports, etc.) on reimbursed subcontractors; and
  - j. Records to support the amount of program income earned from funds directly associated with this program;
10. Comply with the reporting requirements on the most recent Deliverables Reporting Calendar, which will be emailed no later than thirty (30) days after the start of the Contract term. The Deliverables Reporting Calendar shall be incorporated herein by reference and made a part of this Contract and includes deadlines for all deliverables; and
11. Submit all above reports and deliverables to [CMUReg.svcs@dshs.texas.gov](mailto:CMUReg.svcs@dshs.texas.gov).

C. RAC SYSTEMS DEVELOPMENT – Grantee shall:

- 1. Perform activities to develop, implement, and monitor a regional EMS and trauma system plan by facilitating trauma and emergency health care system networking within the Grantee’s own TSA or among a group of TSAs throughout Texas;
- 2. 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 Contract. Standards and guidelines referenced are those in effect at the beginning date of this Contract and include:
  - a. Texas Health and Safety Code §§780.003–6;
  - b. Texas Health and Safety Code Chapter 773;
  - c. Title 25 Texas Administrative Code §§ 157.123, 157.130 and 157.131;
  - d. Texas Health and Safety Code §§241.182–185;
  - e. Title 25 Texas Administrative Code Chapter 133, Subchapter J; and
  - f. Title 25 Texas Administrative Code Chapter 133, Subchapter K;
- 3. Assist DSHS, as requested, in identifying critical evacuation issues for Texas hospitals and EMS providers;
- 4. Participate in state and regional post-incident review activities as requested;
- 5. Ensure that the RAC Chair, or a RAC Executive Board member, and the person completing the Supporting Documentation Reports submitted to DSHS attend any scheduled meetings with the DSHS Program and CMS staff regarding the review of regional systems development activities and contractual requirements. DSHS may require the Grantee to travel to Austin, Texas to attend a meeting;
- 6. Support the Perinatal Care Region (PCR) within the Grantee’s TSA for descriptive and regional planning purposes and ensure patient referral is not restricted by:
  - a. Supporting the PCR;



- b. Ensuring that the PCR members have fair and equitable representation on the RAC Board;
  - c. Having the PCR consider and facilitate transfer agreements through regional coordination; and
  - d. Reviewing the written plan annually to identify all resources available within the PCR for perinatal care including resources for emergency and disaster preparedness, and submit [that information to DSHS] upon request;
7. Ensure the following requirements are in Grantee's RAC bylaws or standard operating procedures or a comparable document. The document, which must be submitted to DSHS for review and approval, must contain:
- a. An election process, roles and responsibilities, terms of offices, and process for succession and removal of RAC Executive Board members and RAC officers;
  - b. A clearly defined process where the Grantee's executive director or equivalent and the RAC Board participate in the approval of the spending plan and expenditures that are to be presented to the general membership;
  - c. DSHS meeting attendance requirements for the RAC Chair and/or an Executive Board member to attend the **mandatory** RAC Chair meetings in February and August. The bylaws must also specifically include a defined process that discloses and addresses the mandatory attendance requirement to ensure compliance and addresses the removal of the RAC Chair and/or Executive Board member from office for failure to attend the mandatory meetings without prior written DSHS approval;
  - d. A defined process that discloses and addresses all possible conflicts of interest for the RAC Executive Board members, RAC officers, and RAC staff with potential vendors;
  - e. Clearly defined participation requirements for designated hospitals and EMS providers that collectively ensure ongoing regional review of resources, processes, DSHS EMS/Trauma Registry-derived (at minimum) outcome data, and system performance improvement meetings;
  - f. A requirement to have job descriptions for each staff person, whether contracted or employed by the Grantee;
  - g. An annual evaluation requirement of staff using pre-determined performance standards related to the responsibilities in the respective job descriptions; and
  - h. A requirement for the establishment and maintenance of a website for public access to include current information such as the following, at minimum:
    - i. RAC physical address;
    - ii. RAC hours of operation;
    - iii. Executive Board officers, RAC officers, and staff contact information;
    - iv. RAC meetings (general and special);
    - v. Educational opportunities; and
    - vi. Regional system development activities.
8. Adhere to the following programmatic allowable costs:
- a. The following eligible expenses are considered programmatic costs. These include but are not limited to:



- i. Supplies/equipment and costs of personnel for EMS and injury prevention and education programs;
  - ii. Costs of personnel, supplies and equipment to conduct trauma-related courses (Trauma Nursing Core Course, Advanced Trauma Life Support, Basic Trauma Life Support, etc.);
  - iii. Updating and sharing with the RAC general membership the regional EMS/Trauma System Plan;
  - iv. Education of the public or trauma care providers about the regional EMS/Trauma System Plan;
  - v. Expenditures or grants to entities related to the delivery of trauma patient care and/or expediting the implementation of the Texas EMS/Trauma System;
  - vi. System performance improvement meetings, newsletters, regional registry, regional communication systems; and
  - vii. Associated travel and registration fees for RAC staff to attend meetings/conferences related to EMS/Trauma Systems;
9. Comply with the following funding restrictions:
  - a. Costs related to improvements to buildings or real property are not allowable without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without prior written approval; and
  - b. Expenses associated with membership in business, technical, and professional organizations involved in lobbying are not allowable expenses under this Contract. However, if an organization is not involved in lobbying and the Grantee can demonstrate how membership in a professional/technical organization benefits the DSHS program(s), cost of membership may be allowed with prior approval from DSHS;
10. Comply with the following non-allowable costs:
  - a. Food, except that the cost of meals for RAC staff and RAC board members attending meetings or conferences that pertain to carrying out activities under the Contract where there is dissemination of technical information is allowable. In addition, same-day meal expense may be reimbursable if the RAC staff person or RAC board member is outside of his or her designated headquarters for at least six consecutive hours;
  - a. Purchase and improvement of land;
  - b. Investments (stocks, bonds, mutual funds, etc.); and
  - c. No more than 20% of the RAC Systems Development funds to be utilized for administrative costs, which are defined as costs related to the business of the RAC. These costs include, but may not be limited to:
    - i. Personnel, rent, utilities, office expense (postage, copying, phone), leased office equipment and supplies, mailboxes;
    - ii. Travel to and from required statewide meetings including lodging for the Executive Director (or equivalent) and RAC Executive Board members;
    - iii. Training related to the business functions of the RAC (financial and grant writing, etc.);
    - iv. Professional services (accountant, attorney, auditor);

- v. Internet access, furniture, and travel for above-mentioned costs; and
  - vi. Costs associated with the administration of the EMS/CO program are allowable expenses under this Contract.
11. Submit Supporting Documentation Reports which capture monthly expenditures (i.e., Personnel, Fringe, Travel, Equipment, Supplies, Contractual, Other, and Indirect Costs) as well as programmatic and administrative costs. Program income earned from funds directly associated with this program (i.e., fees or co-pays for services performed, income from the sale of items or services, registration fees collected, etc.) should also be reported. Rebates, refunds, discounts, and adjustments/credits should be treated as applicable credits and not as program income;
  12. Convene, at a minimum, three general membership meetings and provide during the meeting a financial report, which includes funds expended, planned expenditures, and remaining balance. Submit a copy of the financial report and agenda to DSHS. The financial report due dates are as listed on the current Deliverables Reporting Calendar. A general membership meeting should be held within each of the following time frames:
    - a. May 1 to October 31;
    - b. November 1 to March 31; and
    - c. April 1 to August 31;
  13. Submit Final Expenditures and Reports to DSHS. The final reports shall consist of the following:
    - a. An Annual Report, on the template provided by DSHS, located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>, of the Grantee's activities to include:
      - i. Evidence of the uses of the most recently completed year regional injury mortality and morbidity data, from the DSHS EMS/Trauma Registry used in developing the annual needs assessment, as well as a copy of the current Regional Trauma System Plan;
      - ii. Documentation of training to enhance trauma care provided to all entities on the Regional Trauma System Plan;
      - iii. Results of the annual needs assessment; and
      - iv. Evidence of ongoing system performance improvement.
    - b. An Annual Participation Report which includes a list of participation on regional local committees for development/maturation of the regional system for the following:
      - i. Designated hospitals and hospitals seeking designation;
      - ii. EMS providers;
      - iii. Recognized First Responder Organizations; and
      - iv. Any other stakeholders;
    - c. A Final Supporting Documentation Report that includes September 1, 2020 to August 31, 2021 expenditures; and
    - d. A Final Narrative describing specifically how the funds were utilized to enhance and improve the delivery of EMS and trauma patient care in the region served;

14. Review Grant Technical Assistance Guide located online at: <https://hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/vendor-contract-information/grant-technical-assistance-guide.pdf>. Grantee shall maintain as part of its accounting records and prepare to submit to DSHS within fourteen days upon request, the following source documents to support expenditures identified in the Supporting Documentation Reports:
  - a. A detailed general ledger specific to this program that identifies and reconciles to costs reported in the Supporting Documentation Reports;
  - b. Timesheets or other record of actual hours worked that reflect an after-the-fact distribution of the actual time spent on each activity, or documentation to support compliance with a substitute timekeeping system previously accepted by DSHS;
  - c. A payroll register, or similar report, that reflects 100% of the gross pay for employees charged to the Contract;
  - d. A labor distribution report, or similar document, that reflects the portion of an employee's gross pay charged to the Contract;
  - e. Vendor invoices for health, dental and similar fringe benefits; quarterly payroll tax reports for Federal Insurance Contributions Act and unemployment; and any other pertinent information necessary to support fringe benefits charged to the Contract;
  - f. Travel expense reports (including hotel bills and other applicable receipts) and/or mileage logs and the RAC Travel Policy to support travel costs charged to the Contract;
  - g. Purchase orders, invoices, receiving reports, and any other pertinent source documents for expenses charged to the Contract in the Equipment, Supplies, and other categories;
  - h. Reimbursement requests, vouchers, or invoices to support costs charged to the Contractual category;
  - i. Evidence of programmatic and financial monitoring efforts (i.e., review/analysis of supporting documentation, reconciliation of costs to general ledger, reports, etc.) on reimbursed subgrantees; and
  - j. Records to support the amount of program income earned from funds directly associated with this program.
15. Comply with the reporting requirements on the most recent Deliverables Reporting Calendar, which will be emailed to Grantee no later than thirty days from the start of the Contract term and shall be incorporated herein by reference and made a part of this Contract. The Deliverables Reporting Calendar will include deadlines for all deliverables; and
16. Submit all above reports/deliverables to [CMUReg.svcs@dshs.texas.gov](mailto:CMUReg.svcs@dshs.texas.gov).

D. EMS/LOCAL PROJECT GRANT (LPG) – Grantee shall:

1. Be allowed to choose to complete any of the following projects within the first four months of the Contract term (May 1, 2020, through August 31, 2020) and upon execution of this Contract amendment to add additional LPG funds for FY21,

through August 31, 2021. Project Spending Plans must be submitted to [CMUReg.svcs@dshs.texas.gov](mailto:CMUReg.svcs@dshs.texas.gov) for approval prior to expending funds.

- a. Promote and conduct bleeding control courses for stakeholders and public members of the community;
  - b. Complete injury prevention projects based on current data derived from the trauma registry;
  - c. Provide continuing education programs as described below:
    - i. Certification training;
    - ii. Specialty training related to pre-hospital health care management; and
    - iii. Other education programs related to EMS/Trauma Systems;
  - d. Purchase allowable equipment and/or Controlled Assets as described below:
    - i. Communication;
    - ii. Patient care; and
    - iii. Other equipment as related to EMS/Trauma Systems;
  - e. COVID-19 Vaccine Administration Effort which may include:
    - i. Vaccine event planning;
    - ii. Communication;
    - iii. Procurement (equipment and supplies);
    - iv. Operations and training;
    - v. Administration and clinical training; and
    - vi. Documentation and reporting.
  - f. Additional programs or projects that serve to support and improve the development of the Texas Emergency Health Care System and increase the availability and quality of emergency pre-hospital health care with DSHS approval.
2. Ensure that each eligible recipient of the funds is:
- a. A legal entity organized under Texas statutes and maintains good standing with DSHS and other state and federal programs such as:
    - i. DSHS-licensed EMS providers;
    - ii. DSHS-licensed First Responder Organizations;
    - iii. Regional Advisory Councils;
    - iv. DSHS-approved EMS education organizations;
    - v. Pre-hospital injury prevention organizations; and/or
    - vi. Other state or federal agencies or organizations.
  - b. RAC participation will not be a determining factor for distribution of additional funds;
3. Not use Contract funds for the following:
- a. Projects to attain medical equipment for distribution to organizations that are not DSHS-licensed providers or not licensed First Responder Organizations;
  - b. Disposable supplies/equipment not related to COVID-19 (handouts, books, copies, gloves, prescription drugs, etc.);
  - c. Administrative costs not related to COVID-19;
  - d. Salaries;
  - e. Fringe benefits;
  - f. Capital projects;

- g. Travel;
- h. Food;
- i. Indirect costs;
- j. Day-to-day operating expenses (fuel, insurance, loan payments, etc.); and
- k. Stocks, bonds, or to purchase or improve land.

## II. GENERAL RESPONSIBILITIES – Grantee shall:

1. Provide DSHS with current 24/7 contact information for the RAC Chair, Vice-Chair, Executive Director or comparable staff member, and Executive Board members within five business days of any change to the roster;
2. Serve as a point of contact for disseminating communications from DSHS to all Grantee's RAC members;
3. Ensure Grantee's RAC Chair, Executive Board member, or Executive Director attend all Office of EMS/Trauma Systems Coordination RAC Chair meetings as directed by DSHS. The RAC Chair or an Executive Board member is required to attend two mandatory meetings, scheduled in February and August. If the Grantee is unable to have appropriate representation at the required meetings, a waiver request with justification for not meeting this contractual requirement must be submitted in writing to DSHS two days prior to the meeting for approval;
4. Submit a list of all board members and executive officers which includes their term in office, if applicable;
5. Submit a "Board Members and Executive Officers Responsibilities Attestation Form" signed by all **new** members that have not previously signed and submitted a form. The form acknowledges their personal accountability for Contract funds and affirms that they viewed the DSHS online training prior to signing. Members added after the signed Attestation Form is submitted must complete the online training, and submit a completed attestation form within 60 calendar days of assuming office;
6. Respond to all surveys requested by DSHS in the specified time frame and if applicable, on the template provided;
7. Initiate the purchase of all EMS/RAC and RAC Systems Development equipment and supplies defined as Controlled Assets, pre-approved in writing by DSHS, on or before July 1, 2021. Failure to timely initiate the purchase of equipment and Controlled Assets may result in disallowed costs. **Exception: See Article I, Section D (EMS/LPG). All FY20 funds must be expended on or before August 31, 2020. FY20 funds expended after August 31, 2020, will be disallowed. All FY21 funds must be expended on or before August 31, 2021. FY21 funds expended after August 31, 2021, will be disallowed;**
8. Maintain and submit annually the cumulative DSHS Contractor's Property Inventory Report which contains an inventory of equipment, supplies defined as Controlled Assets, and real property. The report should be submitted no later than October 15 to the [COSequip@dshs.texas.gov](mailto:COSequip@dshs.texas.gov) and [CMUReg.svcs@dshs.texas.gov](mailto:CMUReg.svcs@dshs.texas.gov) mailboxes. Controlled Assets are defined as follows:
  - a. Controlled Assets include firearms, regardless of the acquisition cost, and assets with an acquisition cost of \$500 or more, but less than \$5,000; and

- b. Controlled Assets consist of desktop and laptop computers (including notebooks, tablets and similar devices); non-portable printers and copiers; emergency management equipment; communication devices and systems; medical and laboratory equipment; and media equipment. Controlled Assets are considered Supplies.
- 9. Submit a quarterly Financial Status Report (FSR-269A) which documents the quarterly expenditures by budget category. The reporting information may be obtained from Grantee's Supporting Documentation Report. The form is located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm> and should be submitted to the [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov), [FSRGrants@dshs.texas.gov](mailto:FSRGrants@dshs.texas.gov), [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov), and the [CMUReg.svcs@dshs.texas.gov](mailto:CMUReg.svcs@dshs.texas.gov) mailboxes.
- 10. At the expiration or termination of this Contact for any reason, ownership to any remaining equipment and supplies purchased with funds under this Contract reverts to DSHS. Title may be transferred to any other party designated by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest in such property to Grantee.

### III. PERFORMANCE MEASURES

- A. DSHS will monitor Grantee's performance of the requirements in Attachment A-3.1 and compliance with the Contract's terms and conditions.
- B. Grantee shall submit additional reports as requested by DSHS.
- C. DSHS will inform the Grantee, in writing, of any changes to applicable federal and state laws, rules, regulations, standards, or guidelines. If Grantee is unable to continue its performance due to a change under this section, then Grantee shall inform DSHS, in writing, within thirty days of receipt. DSHS may terminate the Contract immediately or within a reasonable period after receiving such notice from Grantee.

### IV. FUNDING INFORMATION

- A. Grantee must establish and maintain a separate cost center to capture costs incurred for carrying out the FY21 activities for each allocation within this Contract as provided below.
- B. Grantee's allocations are as follows:
  - 1. EMS/CO
    - a. \$146,686.00 (One lump sum payment).
    - b. Funds availability term:
      - i. May 1, 2020, through June 30, 2021, if funds are distributed as an advance to the EMS providers; or
      - ii. May 1, 2020, through July 31, 2021, if funds are distributed as a reimbursement.
  - 2. EMS/CO (Alignment Funding for a 12-month Contract term)
    - a. \$146,686.00 (One lump sum payment).
    - b. Funds availability term:



- i. September 1, 2020, through June 30, 2021, if funds are distributed as an advance to the EMS providers; or
  - ii. September 1, 2020, through July 31, 2021, if funds are distributed as a reimbursement.
- 3. EMS/RAC
  - a. \$79,224.00 (One lump sum payment).
  - b. Funds availability term: May 1, 2020, through August 31, 2021.
- 4. EMS/RAC (Alignment Funding for a 12-month Contract term)
  - a. \$79,224.00 (One lump sum payment).
  - b. Funds availability term: September 1, 2020, through August 31, 2021.
- 5. RAC SYSTEMS DEVELOPMENT
  - a. \$81,397.00 (One lump sum payment).
  - b. Funds availability term: September 1, 2020, through August 31, 2021.
- 6. EMS/LPG (FY20 allocation)
  - a. \$23,135.00 (One lump sum payment).
  - b. Funds availability term: May 1, 2020, through August 31, 2020.
- 7. **EMS/LPG (FY21 allocation)**
  - a. **\$21,482.00 (One lump sum payment).**
  - b. **Funds availability term: Upon execution of this Contract amendment, through August 31, 2021.**

V. INVOICE AND PAYMENT

- A. Grantee shall request payments using the State of Texas Purchase Voucher (Form B-13), which may be found at <https://www.dshs.texas.gov/grants/forms/b13form.doc>. Grantee shall submit a completed Form B-13, along with all supporting documentation, to the Claims Processing Unit via any of the following means.

By Mail:  
Department of State Health Services  
Claims Processing Unit, MC 1940  
P.O. Box 149347  
Austin, TX 78714-9347

By E-mail:  
[invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov)

By Fax:  
(512) 776-7442

In addition to submitting a completed Form B-13, along with all supporting documentation, to the Claims Processing Unit via U.S. mail, e-mail, or fax, Grantee must also e-mail a copy of the Form B-13, along with all supporting documentation, to each of the following e-mail addresses: [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov) and [CMUReg.svcs@dshs.texas.gov](mailto:CMUReg.svcs@dshs.texas.gov).



B. DSHS will pay Grantee on a lump sum basis as described below:

1. EMS/CO funds:

Grantee shall be paid a lump sum payment of \$146,686.00 approximately 30 days after May 1, 2020, and a second lump sum payment of \$146,686.00 approximately 30 days after September 1, 2020.

2. EMS/RAC funds:

Grantee shall be paid a lump sum payment of \$79,224.00 approximately 30 days after May 1, 2020, and a second lump sum payment of \$79,224.00 approximately 30 days after September 1, 2020.

3. RAC Systems Development funds:

Grantee shall be paid a lump sum payment of \$81,397.00 approximately 30 days after September 1, 2020.

4. EMS/LPG funds:

**Grantee shall be paid a lump sum payment of \$23,135.00 approximately 30 days after May 1, 2020 and a second lump sum payment of \$21,482.00 approximately 30 days after execution of this Contract amendment.**

C. Grantee shall return all funds not expended to DSHS no later than 30 days after the end of the Contract term. Contact your Contract Manager for instructions.

D. Grantee shall not be reimbursed more than the total Contract amount without the execution of a written amendment executed by both Parties.

E. DSHS will distribute funds to maximize the implementation of the Texas EMS/Trauma System. DSHS will monitor Grantee's billing activity on a quarterly basis. If utilization is above or below the Grantee's projected total Contract amount, as provided in the Signature Document to this Contract, Grantee's allocated amount may be subject to an increase or decrease for the remainder of the Contract period. Grantee may be subject to Contract amount increases during the Contract period if Grantee's billing activity exceeds projections and funds are available. Grantee may be subject to Contract amount decreases if Grantee's billing activity is less than projected.

F. DSHS may pay for additional services as specified in this Contract if provided by Grantee during the term of this Contract (but not otherwise paid during the term of this Contract) if it is in the best interest of the State of Texas and DSHS to do so. If Grantee exceeds the total amount of the Contract, Grantee shall continue to submit itemized invoices to DSHS for the services provided. DSHS may pay for these additional services if funds become available later.

G. If DSHS determines that the Grantee disbursed funds in violation of Health and Safety Code Sections 241.182–185, 773.122 or 780.003–006, then DSHS will not distribute funds to the Grantee for a period of at least one year but not more than three years.

**Attachment A-4**  
**SFY22 Statement of Work**

I. GRANTEE RESPONSIBILITIES & REQUIREMENTS

A. Emergency Medical Services/COUNTY—Grantee shall:

1. Notify the Department of State Health Services (DSHS) whether Emergency Medical Services (EMS)/COUNTY funds will be distributed to EMS providers as an advance or as a reimbursement. Documentation packets for EMS providers which received funds as an advance must be reconciled immediately upon the funds being expended by the EMS provider and Grantee-reconciled packets must be submitted to DSHS on a quarterly basis;
2. Submit a Distribution Plan on the template located at <http://www.dshs.texas.gov/emtraumasystems/formsresources.shtm> which delineates how the Grantee shall distribute funds to eligible EMS providers in the Grantee's trauma service area (TSA) counties. Upon DSHS receipt, the Distribution Plan shall be incorporated as part of this Contract;
3. Distribute funds as detailed in the most current Distribution Plan on file with DSHS. Any redirection of funds allocated to an EMS provider as documented on the Distribution Plan now being redirected to another EMS provider requires that the Distribution Plan be resubmitted to DSHS for review prior to distributing the funds. Funds not distributed as detailed in the most current Distribution Plan may result in disallowed costs upon the end-of-the-year reconciliation by DSHS Contract Management Section (CMS). **Funds distributed to EMS providers as an advance may not be reduced by the Grantee for the cost of dues, fees, or services provided by the Grantee and that are billed to the EMS providers;**
4. Prioritize, in the order listed below, EMS provider reimbursements to ensure the viability of the organization to ensure continued emergency medical services are provided:
  - a. EMS operational expenses used to maintain the viability of the organization;
  - b. EMS supplies;
  - c. EMS education and training:
    - i. Cost of meals during overnight travel may be reimbursed only if EMS personnel are attending meetings or conferences that relate to the EMS/COUNTY Grant Program and technical information is being disseminated; and
    - ii. Subgrantees must have travel policies that specify maximum reimbursement limits for meals, lodging, and the mileage rate. Otherwise, the State of Texas travel policies and regulations will be applied;
  - d. EMS equipment;
  - e. EMS ambulances (other vehicles may be considered upon request and prior approval by DSHS); and
  - f. EMS communication systems.

5. Ensure Contract funds **are not** used for the following:
  - a. Buildings or real property, unless Grantee obtains prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval;
  - b. Purchase and improvement of land;
  - c. Food (other than as specified under A(4)(c)(i));
  - d. Investments (such as stocks, bonds, or mutual funds); and
  - e. Expenses associated with a person or entity that has been hired to affect the outcome of legislation;
6. If necessary, utilize EMS/Regional Advisory Council or Systems Development funds to administer the EMS/CO deliverables;
7. In the event that funds are distributed to EMS providers as an advance, submit quarterly complete, reconciled, and verified accurate EMS Provider Expenditure Reports on the template located at: <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>.  
 The EMS Provider Expenditure Report should include the required back-up documentation by the dates included on the Deliverables Reporting Calendar until all EMS Provider Expenditure Reports have been submitted but no later than the final due date on the Deliverables Reporting Calendar. EMS Provider Expenditure Reports not reconciled by DSHS by the date included on the Deliverables Reporting Calendar will result in the EMS provider not being eligible to receive funds in the following Contract term;
8. In the event funds are distributed to EMS providers as a reimbursement, Grantee shall submit complete, reconciled, and verified accurate EMS Provider Expenditure Reports on the template located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm> with the required back-up documentation by the date included on the Deliverables Reporting Calendar;
9. Submit on the template provided by DSHS, located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>, a complete and accurate EMS Provider Summary Report that lists all EMS providers receiving funds, which aligns with the Distribution Plan on file with DSHS, by the date listed on the Deliverables Reporting Calendar;
10. Review Grant Technical Assistance Guide, located online at <https://hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/vendor-contract-information/grant-technical-assistance-guide.pdf>, for acceptable source documents to support expenditures identified in the EMS Provider Expenditure Report. Acceptable forms of documentation are also listed on the templates;
11. Provide a list of the eligible EMS providers that met the RAC's eligibility requirements, participated in performance improvement activities as requested, and utilized the RAC's regional protocols regarding patient destination and transport;
12. Comply with the reporting requirements on the most current Deliverables Reporting Calendar, which shall be emailed to Grantee by DSHS no later than 30 days after the start of the Contract term. The Deliverables Reporting Calendar is incorporated

herein by reference and made a part of this Contract. The Deliverables Reporting Calendar will include deadlines for all deliverables described herein; and

13. Submit all the above-referenced reports and deliverables, as well as any additional requested reports, to [CMUReg.svcs@dshs.texas.gov](mailto:CMUReg.svcs@dshs.texas.gov).

B. EMS/RAC – Grantee shall:

1. Comply with all applicable laws including Health and Safety Code Sections 241.182-185, 773.122, and 780.003-006. If DSHS determines that Grantee disbursed funds to a RAC in violation of Health and Safety Code Sections 241.182-185, 773.122, and 780.003-006, then DSHS may refrain from distributing funds to Grantee for a period of at least one year but not more than three years;
2. Use funds as provided for in this Contract for the enhancement and delivery of patient care in the Grantee's TSA;
3. Ensure that funds are used for the following allowable costs:
  - a. Supplies;
  - b. Operational expenses;
  - c. Education and training;
  - d. Equipment; and
  - e. Communication systems;
4. Ensure that funds are **not** used for the following:
  - a. Vehicles;
  - b. Improvements to buildings or real property without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval;
  - c. Purchase and improvement of land;
  - d. Investments (such as stocks, bonds, or mutual funds);
  - e. Expenses associated with a person or entity that has been hired to affect the outcome of legislation;
  - f. Salaries of Grantee's Executive Board members or executive officers, as applicable; and
  - g. Food, except that the cost of meals for RAC staff and/or RAC board members attending meetings or conferences, which pertain to carrying out activities under the Contract where there is dissemination of technical information, is allowable. In addition, same-day meal expense may be reimbursable if the RAC staff person or RAC board member is outside of his or her designated headquarters for at least six consecutive hours;

5. Submit Supporting Documentation Reports which capture monthly expenditures (i.e., Personnel, Fringe, Travel, Equipment, Supplies, Contractual, Other, and Indirect Costs) as well as programmatic and administrative costs. Program income earned from funds directly associated with this program (i.e., fees or co-pays for services performed, income from the sale of items or services, registration fees collected, etc.) should also be reported. Rebates, refunds, discounts, and adjustments or credits should be treated as applicable credits and not as program income;
6. Submit a Final Supporting Documentation Report that includes expenditures from September 1, 2021, to August 31, 2022;
7. Submit a Final Narrative describing specifically how the funds were utilized to enhance and improve the delivery of EMS and trauma patient care in the region served;
8. Schedule general membership meetings and provide during the meeting a financial report, which includes funds expended, planned expenditures, and remaining balance. A general membership meeting should be held within the current Contract term.
9. Review Grant Technical Assistance Guide located online at: <https://hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/vendor-contract-information/grant-technical-assistance-guide.pdf>. Grantee shall maintain as part of its accounting records and prepare to submit to DSHS within 14 days **upon request**, the following source documents to support expenditures identified in the Supporting Documentation Reports:
  - a. A detailed general ledger, specific to this program, which identifies and reconciles to costs reported in the Supporting Documentation Reports;
  - b. Timesheets or other record of actual hours worked, which reflect an after-the-fact distribution of the actual time spent on each activity, or documentation to support compliance with a substitute timekeeping system previously accepted by DSHS;
  - c. A payroll register, or similar report, that reflects 100% of the gross pay for employees charged to the Contract;
  - d. A labor distribution report, or similar document, that reflects the portion of an employee's gross pay charged to the Contract;
  - e. Vendor invoices for health, dental and similar fringe benefits; quarterly payroll tax reports for Federal Insurance Contributions Act and unemployment; and any other pertinent information necessary to support fringe benefits charged to the Contract;
  - f. Travel expense reports, including hotel bills and other applicable receipts, mileage logs, and the RAC Travel Policy to support travel costs charged to the Contract;
  - g. Purchase orders, invoices, receiving reports, and any other pertinent source documents for expenses charged to the Contract in the Equipment, Supplies, and Other categories;
  - h. Reimbursement requests, vouchers, or invoices to support costs charged to the Contractual category;

- i. Evidence of programmatic and financial monitoring efforts (i.e., review and analysis of supporting documentation, reconciliation of costs to general ledger, reports, etc.) on reimbursed subcontractors; and
  - j. Records to support the amount of program income earned from funds directly associated with this program;
10. Comply with the reporting requirements on the most recent Deliverables Reporting Calendar, which will be emailed no later than thirty (30) days after the start of the Contract term. The Deliverables Reporting Calendar shall be incorporated herein by reference and made a part of this Contract and includes deadlines for all deliverables; and
11. Submit all above reports and deliverables to [CMUReg.svcs@dshs.texas.gov](mailto:CMUReg.svcs@dshs.texas.gov).

C. RAC SYSTEMS DEVELOPMENT – Grantee shall:

1. Perform activities to develop, implement, and monitor a regional EMS and trauma system plan by facilitating trauma and emergency health care system networking within the Grantee’s own TSA or among a group of TSAs throughout Texas;
2. 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 Contract. Standards and guidelines referenced are those in effect at the beginning date of this Contract and include:
  - a. Texas Health and Safety Code §§780.003-6;
  - b. Texas Health and Safety Code Chapter 773;
  - c. Title 25 Texas Administrative Code §§ 157.123, 157.130 and 157.131;
  - d. Texas Health and Safety Code §§241.182-185;
  - e. Title 25 Texas Administrative Code Chapter 133, Subchapter J; and
  - f. Title 25 Texas Administrative Code Chapter 133, Subchapter K;
3. Assist DSHS, as requested, in identifying critical evacuation issues for Texas hospitals and EMS providers;
4. Participate in state and regional post-incident review activities as requested;
5. Ensure that the RAC Chair, or a RAC Executive Board member, and the person completing the Supporting Documentation Reports submitted to DSHS attend any scheduled meetings with the DSHS Program and CMS staff regarding the review of regional systems development activities and contractual requirements. DSHS may require the Grantee to participate and attend a virtual meeting;
6. Support the Perinatal Care Region (PCR) within the Grantee’s TSA for descriptive and regional planning purposes and ensure patient referral is not restricted by:
  - a. Supporting the PCR;
  - b. Ensuring that the PCR members have fair and equitable representation on the RAC Board;
  - c. Having the PCR consider and facilitate transfer agreements through regional coordination; and
  - d. Reviewing the written plan annually to identify all resources available within the PCR for perinatal care including resources for emergency and disaster



- preparedness, and submit [that information to DSHS] upon request;
7. Ensure the following requirements are in Grantee's RAC bylaws or standard operating procedures or a comparable document and available on the RAC website:
    - a. An election process, roles and responsibilities, terms of offices, and process for succession and removal of RAC Executive Board members and RAC officers;
    - b. A clearly defined process where the Grantee's executive director or equivalent and the RAC Board participate in the approval of the spending plan and expenditures that are to be presented to the general membership;
    - c. DSHS meeting attendance requirements for the RAC Chair and/or an Executive Board member to attend the **mandatory** RAC Chair meetings. The bylaws must also specifically include a defined process that discloses and addresses the mandatory attendance requirement to ensure compliance and addresses the removal of the RAC Chair and/or Executive Board member from office for failure to attend the mandatory meetings without prior written DSHS approval;
    - d. A defined process that discloses and addresses all possible conflicts of interest for the RAC Executive Board members, RAC officers, and RAC staff with potential vendors;
    - e. Clearly defined participation requirements for designated hospitals and EMS providers that collectively ensure ongoing regional review of resources, processes, DSHS EMS/Trauma Registry-derived (at minimum) outcome data, and system performance improvement meetings;
    - f. A requirement to have job descriptions for each staff person, whether contracted or employed by the Grantee;
    - g. An annual evaluation requirement of staff using pre-determined performance standards related to the responsibilities in the respective job descriptions; and
    - h. A requirement for the establishment and maintenance of a website for public access to include current information such as the following, at minimum:
      - i. RAC physical address;
      - ii. RAC hours of operation;
      - iii. Executive Board officers, RAC officers, and staff contact information;
      - iv. RAC meetings (general and special);
      - v. Educational opportunities; and
      - vi. Regional system development activities.
  8. Adhere to the following programmatic allowable costs:
    - a. The following eligible expenses are considered programmatic costs. These include but are not limited to:
      - i. Supplies/equipment and costs of personnel for EMS and injury prevention and education programs;
      - ii. Costs of personnel, supplies and equipment to conduct trauma-related courses (Trauma Nursing Core Course, Advanced Trauma Life Support, Basic Trauma Life Support, etc.);
      - iii. Updating and sharing with the RAC general membership the regional EMS/Trauma System Plan;
      - iv. Education of the public or trauma care providers about the regional EMS/Trauma System Plan;



- v. Expenditures or grants to entities related to the delivery of trauma patient care and/or expediting the implementation of the Texas EMS/Trauma System;
  - vi. System performance improvement meetings, newsletters, regional registry, regional communication systems; and
  - vii. Associated travel and registration fees for RAC staff to attend meetings/conferences related to EMS/Trauma Systems;
9. Comply with the following funding restrictions:
- a. Costs related to improvements to buildings or real property are not allowable without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without prior written approval; and
  - b. Expenses associated with membership in business, technical, and professional organizations involved in lobbying are not allowable expenses under this Contract. However, if an organization is not involved in lobbying and the Grantee can demonstrate how membership in a professional/technical organization benefits the DSHS program(s), cost of membership may be allowed with prior approval from DSHS;
10. Comply with the following non-allowable costs:
- a. Food, except that the cost of meals for RAC staff and RAC board members attending meetings or conferences that pertain to carrying out activities under the Contract where there is dissemination of technical information is allowable. In addition, same-day meal expense may be reimbursable if the RAC staff person or RAC board member is outside of his or her designated headquarters for at least six consecutive hours;
  - b. Purchase and improvement of land;
  - c. Investments (stocks, bonds, mutual funds, etc.); and
  - d. No more than 20% of the RAC Systems Development funds to be utilized for administrative costs, which are defined as costs related to the business of the RAC. These costs include, but may not be limited to:
    - i. Personnel, rent, utilities, office expense (postage, copying, phone), leased office equipment and supplies, mailboxes;
    - ii. Travel to and from required statewide meetings including lodging for the Executive Director (or equivalent) and RAC Executive Board members;
    - iii. Training related to the business functions of the RAC (financial and grant writing, etc.);
    - iv. Professional services (accountant, attorney, auditor);
    - v. Internet access, furniture, and travel for above-mentioned costs; and
    - vi. Costs associated with the administration of the EMS/CO program are allowable expenses under this Contract.
11. Submit Supporting Documentation Reports which capture monthly expenditures (i.e., Personnel, Fringe, Travel, Equipment, Supplies, Contractual, Other, and Indirect Costs) as well as programmatic and administrative costs. Program income earned from funds directly associated with this program (i.e., fees or co-pays for services performed, income from the sale of items or services, registration fees collected, etc.) should also be reported. Rebates, refunds, discounts, and

adjustments/credits should be treated as applicable credits and not as program income;

12. Schedule general membership meetings and provide during the meeting a financial report, which includes funds expended, planned expenditures, and remaining balance. Submit a copy of the financial report and agenda to DSHS. A general membership meeting should be held within the current Contract term.
13. Submit Final Expenditures and Reports to DSHS. The final reports shall consist of the following:
  - a. An Annual Report, on the template provided by DSHS, located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>, of the Grantee's activities to include:
    - i. Evidence of the uses of the most recently completed year regional injury mortality and morbidity data, from the DSHS EMS/Trauma Registry used in developing the annual needs assessment, as well as a copy of the current Regional Trauma System Plan;
    - ii. Documentation of training to enhance trauma care provided to all entities on the Regional Trauma System Plan;
    - iii. Results of the annual needs assessment; and
    - iv. Evidence of ongoing system performance improvement;
  - b. An Annual Participation Report which includes a list of participation on regional local committees for development/maturation of the regional system for the following:
    - i. Designated hospitals and hospitals seeking designation;
    - ii. EMS providers;
    - iii. Recognized First Responder Organizations; and
    - iv. Any other stakeholders;
  - c. A Final Supporting Documentation Report that includes September 1, 2021, to August 31, 2022, expenditures; and
  - d. A Final Narrative describing specifically how the funds were utilized to enhance and improve the delivery of EMS and trauma patient care in the region served;
14. Review Grant Technical Assistance Guide located online at: <https://hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/vendor-contract-information/grant-technical-assistance-guide.pdf>. Grantee shall maintain as part of its accounting records and prepare to submit to DSHS within fourteen days upon request, the following source documents to support expenditures identified in the Supporting Documentation Reports:
  - a. A detailed general ledger specific to this program that identifies and reconciles to costs reported in the Supporting Documentation Reports;
  - b. Timesheets or other record of actual hours worked that reflect an after-the-fact distribution of the actual time spent on each activity, or documentation to support compliance with a substitute timekeeping system previously accepted by DSHS;
  - c. A payroll register, or similar report, that reflects 100% of the gross pay for employees charged to the Contract;
  - d. A labor distribution report, or similar document, that reflects the portion of an employee's gross pay charged to the Contract;

- e. Vendor invoices for health, dental and similar fringe benefits; quarterly payroll tax reports for Federal Insurance Contributions Act and unemployment; and any other pertinent information necessary to support fringe benefits charged to the Contract;
  - f. Travel expense reports (including hotel bills and other applicable receipts) and/or mileage logs and the RAC Travel Policy to support travel costs charged to the Contract;
  - g. Purchase orders, invoices, receiving reports, and any other pertinent source documents for expenses charged to the Contract in the Equipment, Supplies, and other categories;
  - h. Reimbursement requests, vouchers, or invoices to support costs charged to the Contractual category;
  - i. Evidence of programmatic and financial monitoring efforts (i.e., review/analysis of supporting documentation, reconciliation of costs to general ledger, reports, etc.) on reimbursed subgrantees; and
  - j. Records to support the amount of program income earned from funds directly associated with this program;
15. Comply with the reporting requirements on the most recent Deliverables Reporting Calendar, which will be emailed to Grantee no later than thirty days from the start of the Contract term and shall be incorporated herein by reference and made a part of this Contract. The Deliverables Reporting Calendar will include deadlines for all deliverables; and
16. Submit all above reports/deliverables to [CMUReg.svcs@dshs.texas.gov](mailto:CMUReg.svcs@dshs.texas.gov).

## II. GENERAL RESPONSIBILITIES – Grantee shall:

1. Provide DSHS with current 24/7 contact information for the RAC Chair, Vice-Chair, Executive Director or comparable staff member, and Executive Board members within five business days of any change to the roster;
2. Serve as a point of contact for disseminating communications from DSHS to all Grantee's RAC members;
3. Ensure Grantee's RAC Chair, Executive Board member, or Executive Director attend all EMS/Trauma Systems Coordination RAC Chair meetings as directed by DSHS. The RAC Chair or an Executive Board member is required to attend mandatory meetings scheduled by DSHS. If the Grantee is unable to have appropriate representation at the required meetings, a waiver request with justification for not meeting this contractual requirement must be submitted in writing to DSHS two days prior to the meeting for approval;
4. Submit a list of all board members & executive officers which includes their term in office, if applicable;
5. Submit a "Board Members and Executive Officers Responsibilities Attestation Form" signed by all **new** members that have not previously signed and submitted a form. The form acknowledges their personal accountability for Contract funds and affirms that they viewed the DSHS online training prior to signing. Members added after the signed Attestation Form is submitted must complete the online training, and

- submit a completed attestation form within 60 calendar days of assuming office;
6. Respond to all surveys requested by DSHS in the specified time frame and if applicable, on the template provided;
  7. Initiate the purchase of all EMS/RAC and RAC Systems Development equipment and supplies defined as Controlled Assets, pre-approved in writing by DSHS, on or before July 1, 2022. Failure to timely initiate the purchase of equipment and Controlled Assets may result in disallowed costs.
  8. Maintain and submit annually the cumulative DSHS Contractor's Property Inventory Report which contains an inventory of equipment, supplies defined as Controlled Assets, and real property. The report should be submitted no later than October 15 to the [COSequip@dshs.texas.gov](mailto:COSequip@dshs.texas.gov) and [CMUReg.svcs@dshs.texas.gov](mailto:CMUReg.svcs@dshs.texas.gov) mailboxes. Controlled Assets are defined as follows:
    - a. Controlled Assets include firearms, regardless of the acquisition cost, and assets with an acquisition cost of \$500 or more, but less than \$5,000; and
    - b. Controlled Assets consist of desktop and laptop computers (including notebooks, tablets and similar devices); non-portable printers and copiers; emergency management equipment; communication devices and systems; medical and laboratory equipment; and media equipment. Controlled Assets are considered Supplies;
  9. Submit a quarterly Financial Status Report (FSR-269A) which documents the quarterly expenditures by budget category. The reporting information may be obtained from Grantee's Supporting Documentation Report. The form is located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm> and should be submitted to the [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov), [FSRGrants@dshs.texas.gov](mailto:FSRGrants@dshs.texas.gov), [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov), and the [CMUReg.svcs@dshs.texas.gov](mailto:CMUReg.svcs@dshs.texas.gov) mailboxes.
  10. At the expiration or termination of this Contact for any reason, ownership to any remaining equipment and supplies purchased with funds under this Contract reverts to DSHS. Title may be transferred to any other party designated by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest in such property to Grantee.

### III. PERFORMANCE MEASURES

- A. DSHS will monitor Grantee's performance of the requirements in Attachment A-4 and compliance with the Contract's terms and conditions.
- B. Grantee shall submit additional reports, as requested by DSHS.
- C. DSHS will inform the Grantee, in writing, of any changes to applicable federal and state laws, rules, regulations, standards, or guidelines. If Grantee is unable to continue its performance due to a change under this section, then Grantee shall inform DSHS, in writing, within thirty days of receipt. DSHS may terminate the Contract immediately or within a reasonable period after receiving such notice from Grantee.

#### IV. FUNDING INFORMATION

- A. Grantee must establish and maintain a separate cost center to capture costs incurred for carrying out the FY22 activities for each allocation within this Contract as provided below.
- B. Grantee's allocations are as follows:
  - 1. EMS/CO
    - a. \$160,236.00 (One lump sum payment).
    - b. Funds availability term:
      - i. September 1, 2021, through June 30, 2022, if funds are distributed as an advance to the EMS providers; or
      - ii. September 1, 2021, through July 31, 2022, if funds are distributed as a reimbursement.
  - 2. EMS/RAC
    - a. \$83,433.00 (One lump sum payment).
    - b. Funds availability term: September 1, 2021, through August 31, 2022.
  - 3. RAC SYSTEMS DEVELOPMENT
    - a. \$70,365.00 (One lump sum payment).
    - b. Funds availability term: September 1, 2021, through August 31, 2022.

#### V. INVOICE AND PAYMENT

- A. Grantee shall request payments using the State of Texas Purchase Voucher (Form B-13), which may be found at <https://www.dshs.texas.gov/grants/forms/b13form.doc>. Grantee shall submit a completed Form B-13, along with all supporting documentation, to the Claims Processing Unit via any of the following means.

By Mail:  
Department of State Health Services  
Claims Processing Unit, MC 1940  
P.O. Box 149347  
Austin, TX 78714-9347

By E-mail to:  
[invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov)

By Fax:  
(512) 776-7442

In addition to submitting a completed Form B-13, along with all supporting documentation, to the Claims Processing Unit via U.S. mail, e-mail, or fax, Grantee must also e-mail a copy of the Form B-13, along with all supporting documentation, to each of the following e-mail addresses: [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov) and [CMUReg.svcs@dshs.texas.gov](mailto:CMUReg.svcs@dshs.texas.gov).

- B. DSHS will pay Grantee on a lump sum basis as described below:
1. EMS/CO funds:  
Grantee shall be paid a lump sum payment of \$160,236.00 approximately 30 days after September 1, 2021.
  2. EMS/RAC funds:  
Grantee shall be paid a lump sum payment of \$83,433.00 approximately 30 days after September 1, 2021.
  3. RAC Systems Development funds:  
Grantee shall be paid a lump sum payment of \$70,365.00 approximately 30 days after September 1, 2021.
- C. Grantee shall return all funds not expended to DSHS no later than 30 days after the end of the Contract term. Contact your Contract Manager for instructions.
- D. Grantee shall not be reimbursed more than the total Contract amount without the execution of a written amendment executed by both Parties.
- E. DSHS will distribute funds to maximize the implementation of the Texas EMS/Trauma System. DSHS will monitor Grantee's billing activity on a quarterly basis. If utilization is above or below the Grantee's projected total Contract amount, as provided in the Signature Document to this Contract, Grantee's allocated amount may be subject to an increase or decrease for the remainder of the Contract period. Grantee may be subject to Contract amount increases during the Contract period if Grantee's billing activity exceeds projections and funds are available. Grantee may be subject to Contract amount decreases if Grantee's billing activity is less than projected.
- F. DSHS may pay for additional services as specified in this Contract if provided by Grantee during the term of this Contract (but not otherwise paid during the term of this Contract) if it is in the best interest of the State of Texas and DSHS to do so. If Grantee exceeds the total amount of the Contract, Grantee shall continue to submit itemized invoices to DSHS for the services provided. DSHS may pay for these additional services if funds become available later.
- G. If DSHS determines that the Grantee disbursed funds in violation of Health and Safety Code Sections 241.182-185, 773.122 or 780.003-006, then DSHS will not distribute funds to the Grantee for a period of at least one year but not more than three years.