

**HEALTH AND HUMAN SERVICES COMMISSION CONTRACT NO. 2016-048882-001A**

**AMENDMENT NO. 2**

The **HEALTH AND HUMAN SERVICES AGENCY** ("HHSC") and **AUSTIN TRAVIS COUNTY INTEGRAL CARE** ("Contractor") parties to the Healthy Communities Collaborative Grant contract effective September 1, 2015 and denominated HHSC Contract No. 2016-048882-001A, as amended, now desire to further amend the Contract. This Amendment will be denominated as Contract No. 2016-048882-001B.

**WHEREAS**, the parties desire to revise the Budget, add Exhibit J-1 Work Plan, and revise Program Attachment No. 001A.

**WHEREAS**, this revisions will result in an addition of \$1,737,058.00 in Fiscal Year 2017 funds.

**NOW, THEREFORE**, the Parties hereby amend and modify the Contract as follows:


1. **SECTION 2** of the Contract is amended to increase the total amount of the contract to \$7,122,077.00
2. **EXHIBIT J-1**, Work Plan, is added to the contract attachments.
3. **Program Attachment No. 001A** is revised by deleting it in its entirety and replacing it with Program Attachment No. 001B.
4. This Amendment No. 2 shall be effective as of the date last signed below.
5. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
6. Any further revisions to the Contract shall be by written agreement of the Parties.

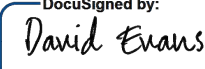
**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 2  
HHSC CONTRACT NO. 2016-048882-001A**

**HEALTH AND HUMAN SERVICES  
COMMISSION**

**AUSTIN TRAVIS COUNTY INTEGRAL CARE**

By:  \_\_\_\_\_  
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By:  \_\_\_\_\_  
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David Evans  
CEO

Date of Execution: 6/30/2017 | 11:51 AM CDT Date of Execution: 6/27/2017 | 2:31 PM CDT

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:**

**PROGRAM ATTACHMENT NO. 001B  
EXHIBIT J-1 WORK PLAN**

CONTRACT NO. 2016-048882  
PROGRAM ATTACHMENT NO. 001B  
PURCHASE ORDER NO. 417282

CONTRACTOR: AUSTIN-TRAVIS COUNTY MHMR DBA AUSTIN TRAVIS COUNTY  
INTEGRAL CARE

DSHS PROGRAM: Healthy Community Collaborative

TERM: 09/01/2015

THRU: 08/31/2017

**INTRODUCTION:**

Senate Bill 58 of the 83<sup>rd</sup> regular legislative session amended Subtitle I, Title 4, of the Texas Government Code to add Chapter 539 establishing or expanding community collaborative projects to improve the access to care, quality/comprehensiveness of care, and outcomes for individuals who are homeless and who suffer from mental illness or co-occurring psychiatric and substance use disorders as defined in Request for Proposal (RFP) #: 537-14-0005. Consistent with this legislation, the Department of State Health Services (DSHS) requires Contractor to obtain additional funding from private sources in an amount at least equal to the funding awarded under this Program Attachment.

Funding awarded under this Program Attachment, and any required matching funds, shall be used first to establish, operate and/or maintain the Minimum/Required Program Specific Services defined in Section I. B. 3. a. of this Program Attachment. Once the Minimum/Required Program Specific Services are in place, funding awarded under this Program Attachment may be used to establish, operate and/or maintain the Optional/Additional Program Specific Services defined in Section I. B. 3. b. of this Program Attachment.

Facility construction, management team consultation, and information technology costs may be allowed, but are subject to prior approval from DSHS. All terms and conditions not otherwise defined in this Program Attachment have the meanings ascribed to them in the DSHS Subrecipient General Provisions and/or Exhibits to this Program Attachment.

**PROGRAM GOALS:**

The goal of the Healthy Community Collaborative (HCC) program is to provide access to recovery-oriented services that enable individuals to secure independent housing, secure competitive employment, build or improve existing relationships, and to achieve and maintain ongoing recovery from medical, mental health, and substance use disorders. This may include, but is not limited to, engagement through a network of recovery supports such as twelve (12) step, supported employment or housing, and faith-based programs.

## SECTION I. STATEMENT OF WORK:

### A. COLLABORATION:

#### 1. Collaborative Agreements

- a. Contractor shall provide DSHS copies of written agreements, including budgets, with all vendors and subrecipient contractors identified in Contractor's approved response to Request for Proposal (RFP)#: 537-14-0005. Contractor shall notify DSHS in writing and request prior approval to terminate an existing vendor or subrecipient contract. Contractor shall provide DSHS copies of Memoranda of Understanding (MOUs) and/or other written agreements with other service providers within the collaborative project that are providing Minimum/Required Program Specific Services and/or Optional/Additional Program Specific Services that benefit collaborative project participants upon execution of those MOUs and/or other written agreements. Contractor shall notify DSHS in writing if service providers are removed from the collaborative project upon termination of any existing MOU or other written agreement.
- b. Contractor shall submit to DSHS documentation of any changes to service provider MOUs and/or other written agreements within thirty 30 days of the changes.
- c. Contractor and/or subcontractors, shall include peers (i.e., individuals who are homeless or who have previously been homeless and who suffer from mental illness) on its board of directors, or other programmatic oversight committees.
- d. No vendor or subrecipient shall be granted access to, or allowed to enter client information into Clinical Management for Behavioral Health Services (CMBHS) without first entering into a Business Associate Agreement with DSHS.

#### 2. Ongoing Cooperation

- a. Contractor shall work with public and private community service providers to utilize a "Housing First" collaborative approach and provide collaborative services in a co-located facility.
- b. Contractor shall establish policies and procedures that address any conflicts or potential conflicts that may arise among service provider agencies.
- c. Contractor shall maintain strong fidelity to the Substance Abuse and Mental Health Services Administration (SAMHSA) Permanent Supportive Housing (PSH) Evidence Based Practice (EBP) Toolkit, and integrate the co-located facility into the community it serves.

#### 3. Sustainability

Contractor shall demonstrate sustainability by engagement in activities that include, but are not limited to, fundraising/donor requests/foundation support, possible or planned grants or independent funding opportunities, and solicitation/use of other local, state or federal funds. Contractor shall submit a Sustainability Plan showing a decrease in dependence of DSHS funds and an increase of dependence on sustainable private funding in graph format on a year by year basis.

B. SERVICES AND SUPPORTS:

1. Evidenced-Based Practices, Training and Supervision
  - a. Contractor shall provide stage-wise, effective, evidence-based practices (EBP) as defined in RFP#: 537-14-0005, including the following:
    - i. Trauma-Informed Care (Seeking Safety or other DSHS approved EBP);
    - ii. SAMHSA Motivational Interviewing EBP Toolkit;
    - iii. SAMHSA Supported-Employment EBP Toolkit;
    - iv. SAMHSA PSH EBP Toolkit; and
    - v. SAMHSA Integrated Treatment for Co-Occurring Disorders EBP Toolkit.
  - b. Contractor shall hire qualified staff and provide training (both initial and on-going) on EBP.
  - c. Housing services shall include a low staff-to-resident caseload ratio with caseload sizes from 10 to 20 participants per staff member, the provision of on-call services twenty-four (24) hours a day, seven (7) days a week and a staffing pattern that accommodates residents who work and are at home during the evenings and on weekends.
  - d. Contractor shall provide both administrative and appropriate clinical supervision of staff consistent with license and credentials of the supervisor and staff. Contractor shall require that staff providing clinical services are competent to provide evidence-based best practices.
2. Access, Intake, Eligibility and Graduation
  - a. Contractor shall establish admission criteria that targets individuals who are homeless and who suffer from mental illness or co-occurring psychiatric and substance use disorders as defined in RFP#: 537-14-0005.
  - b. Contractors shall coordinate their access system to include the ability to screen and divert those persons who can be diverted from entering homeless services.
  - c. Contractor shall not deny access to services at any level based on age, race, religion, gender, sexual orientation, substance use or abuse, or disability including chronic illness and medical conditions, including pregnancy or Human Immunodeficiency Virus (HIV) infection.
  - d. Contractor shall establish policies and procedures for graduating a client from the HCC program. Communication between network providers and other persons or entities necessary to establish and maintain continuity of services shall be established prior to client graduation. Contractor shall ensure client has an appointment scheduled with a physician or designee authorized by law to prescribe needed medications, if the Continuing Care Plan, as defined in 25 the Texas Administrative Code (TAC) Chapter 412, Subchapter D, Mental Health Services – Admission, Continuity, and Discharge, indicates that the LMHA or other contracted service provider is responsible for providing or paying for psychotropic medications.
3. Collaborative Services
  - a. Contractor shall provide facilitated/supported access to, and/or provision of, the following Minimum/Required Program Specific Services:

- i. **Coordinated Assessment/Intake centers** that serve as a single point of entry and triage. Intake centers work to successfully engage participants. At this point of contact, collaborative staff shall employ the VI- SPDAT (Vulnerability Index Service Prioritization Decision Assistance Tool). Collaborative staff shall perform a behavioral, social, and housing assessment of need and shall follow written policies and procedures to provide standard services or obtain urgent/emergent services. Application and intake process shall avoid barriers such as multiple site visits, interviews, extensive documentation, and waiting lists. Applicants are not required to be “housing ready.”
  - ii. **Emergency shelter** is capable of providing shelter to adult men and women.
  - iii. **Mental health crisis facilities** to include crisis respite, crisis residential, or crisis stabilization units, and linkage, including transport to inpatient psychiatric facilities if clinically indicated.
  - iv. **Mental health services** appropriate within the initial phases of engagement.
  - v. **Assistance accessing benefits** in the form of disability, social security, Supplemental Nutrition Assistance Program, and Temporary Assistance to Needy Families.
  - vi. **Substance abuse treatment services** inclusive of detoxification units, residential treatment services, and outpatient follow-up.
  - vii. **Integrated medical services** inclusive of primary, chronic, and urgent medical care co-located in a facility with behavioral health services.
  - viii. **Housing services** that represent a continuum of housing services that range from emergency shelter, temporary housing, sober housing and linkage to community-based supportive housing. Housing shall be separate from services, impose no or few conditions that impinge on residents’ autonomy including choice in housing that is decent, and affordable, and integrated.
  - ix. **Education, Job Training and/or Employment services** that may include, but are not limited to, general education and job training in the form of educational centers to provide adult literacy, General Equivalency Diploma services and workforce training (not full supported employment); supported employment services that encourage participation in the workforce and actively assist participants’ access to and continuity of services with workforce training centers; and community-based supported employment services.
- b. Contractor shall provide facilitated/supported access to, and/or provision of, the following Optional/Additional Program Specific Services checked below:
- i. **Criminal Justice Needs.** A continuum of services to address social needs, education, and job training to successfully reintegrate persons recently released from jails or prison into the community which shall include and is not be limited to groups addressing these HCC participants’ criminogenic needs.
  - ii. **Mental Health Services.** Provided as individuals transition to supported housing.
  - iii. **Peer Services.** Peer support services to help participants engage in and benefit from the full array of services provided through the collaborative including mental health and substance abuse treatment. May also include peer-delivered services such as independent living skills training, recovery-oriented services, supportive housing services, and/or supported employment or job training.

- c. Contractor shall meet the transportation needs of participants in order to access community collaborative services.
- d. Contractor shall adhere to Exhibit C, Data Definitions.

4. OUTCOMES

Contractor shall track the outcome measures checked below and report to DSHS:

- a. Increase the number of HCC participants who reside in supportive housing and decrease homelessness.
- b. Increase HCC participants' access to medical, psychiatric, and substance abuse treatment in the community, decrease arrests of persons served by the community collaborative and decrease the use of jail beds.
- c. Increase job training, adult education activities, or other supported employment services to enable participants in the community collaborative to maintain viable employment at 100% of the federal poverty level;
- d. Increase integrated primary and urgent medical health services for HCC participants in the community collaborative and decrease in the use of emergency room services.

5. RULES

- a. Contractor shall comply with the rules set forth in this section and require the same of its vendors and subrecipient contractors. For provider's clients who do not meet the eligibility criteria for the HCC program, providers shall comply with the existing DSHS and Health and Human Services Commission (HHSC) rules and regulations in existing DSHS contracts.

Additionally, any entities with whom Contractor has entered into a written vendor and subrecipient contract shall have documentation of compliance from the applicable regulatory agencies that establish and maintain client rights and benefits of individuals who participate in their program or are offered service.

- b. Mental Health Treatment Providers shall comply with standards for mental health providers contained in Title 25 TAC including the following Chapters and/or Subchapters:
  - i. Chapter 404, Subchapter E, Rights of Persons Receiving Mental Health Services;
  - ii. Chapter 412, Subchapter G, Mental Health Community Standards;
  - iii. Chapter 415, Subchapter F, Interventions in Mental Health Programs (use of seclusion is prohibited in any residential facility in accordance with 412-G); and
  - iv. Chapter 416, Subchapter A, Mental Health Rehabilitative Standards.
- c. Substance Abuse Treatment Providers shall comply with standards for substance abuse treatment providers contained in Title 25 TAC including the following Chapters:
  - i. Chapter 441 – General Provisions;
  - ii. Chapter 442 – Investigations and Hearings;
  - iii. Chapter 444 – Contract Administration Requirements; and

- iv. Chapter 448 – Treatment Program Services.
- d. Housing Providers, in the supportive housing portion of the program, shall maintain compliance with the following federal housing laws:
  - i. The Fair Housing Act;
  - ii. Fair Housing Act Nondiscrimination Requirements Related to Disability;
  - iii. Section 504 of the Rehabilitation Act of 1973;
  - iv. Title VI of the Civil Rights Act of 1964;
  - v. Americans with Disabilities Act (ADA);
  - vi. Age Discrimination Act of 1975; and
  - vii. Local landlord tenant law in Contractor’s jurisdiction.

C. FACILITY STANDARDS, REGULATORY LICENSING & CONSTRUCTION/MAINTENANCE:

1. Regulatory Licensing

Contractor shall maintain compliance with the applicable State of Texas licensing standards and require the same of its vendor and subrecipient contracts. Contractor shall enter into a vendor and subrecipient contract with all collaborative service providers that govern the operations, licensing and documentation of compliance with the vendors and subrecipient contractors regulatory agencies’ requirements. In addition to complying with all existing DSHS and HHSC rules and regulations and the terms of this Program Attachment, Local Mental Health Authority (LMHA) mental health service providers and substance abuse treatment providers shall also comply with the terms and conditions of their current DSHS Contract.

- a. Non-LMHA Mental Health Treatment Providers providing crisis respite, residential, 48-hour observation or any other crisis facility shall adhere to the following licensing requirement(s):
  - i. Title 40 TAC, Part 1, Chapter 92, Licensing Standards for Assisted Living Facilities, for Type “A” Assisted Living, as well with Attachment II Facility Standards (source: Information Item V in the Mental Health Performance Contract, <http://www.dshs.state.tx.us/mhcontracts/ContractDocuments/fy14/>);
  - ii. Health and Safety Code, Title 4, Health Facilities, Subtitle B, Licensing of Health Facilities, Chapter 247, Assisted Living Facilities;
  - iii. Health and Safety Code, Title 7, Mental Health and Mental Retardation, Subtitle C, Texas Mental Health Code, Chapter 577, Private Mental Hospitals and Other Mental Health Facilities; and
  - iv. Contractor shall require facilities operated by LMHAs to comply with the attached Facility Standards; however, in addition, an LMHA shall comply with Health and Safety Codes 247 and 577 or obtain an exemption.
- b. Non-DSHS funded Substance Abuse Treatment Providers providing detoxification services, residential substance abuse treatment, outpatient substance abuse treatment services, and methadone maintenance services shall comply with Chapter 448, TAC 25.

2. Construction and Maintenance

- a. Contractor shall utilize its best efforts when acquiring real property and perform



- industry standard levels of due diligence in areas such as to avoid owning a property that may not be suitable for the required levels of care.
- b. If Contractor expends any federal or state award towards acquiring, constructing or rehabbing any real property or structure, Contractor shall comply with all local, state and federal construction requirements, and specifically follow the process for construction of real property as found in the Texas Health and Safety Code §534.020-§534.022.
  - c. Contractor shall comply with the ADA to accommodate those individuals who have physical limitations from a disability.
  - d. Contractor shall hold in trust real property, equipment, and intangible property that have been acquired or improved with DSHS awarded funds for the beneficiaries of the project or program under which the property was acquired or improved. Contractor shall record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with DSHS awards. Contractor shall comply with the DSHS Contractor's Financial Procedures Manual regarding property management after close-out/termination of the Agreement. Contractor shall place conditions on the use and disposition of the property and equipment. Contractor shall comply with the Uniform Grant Management Standards as may be amended from time to time regarding subsequent adjustments and continuing responsibilities so none of the following are affected:
    - i. The right of the Health and Human Services awarding agency to disallow costs and recover funds on the basis of a later audit or other review;
    - ii. The obligation of Contractor to return any funds due as a result of later refunds, corrections, or other transactions;
    - iii. Audit requirements in §74.26;
    - iv. Property management requirements in §74.31 through §74.37; and
    - v. Records retention requirements in §74.53.
  - e. Contractor shall comply with all terms and conditions of Exhibit H, Construction Project Terms.
  - f. Contractor acknowledges DSHS shall maintain an on-going security interest in any property acquired, constructed or improved with awarded funds unless otherwise agreed upon in writing or terminated by the State of Texas. A security interest will be filed and maintained with the county in which referenced property is located and with the Texas Secretary of State's Office until otherwise terminated by DSHS.
  - g. After closeout of award, Contractor shall continue to maintain the property and offer and/or provide collaborative services to eligible program participants as intended and originated under this Program Attachment. Contractor shall be required to provide an annual written attestation, affirming on-going use of facility/property as funded and intended. Contractor agrees to periodic inspection as requested by DSHS.
  - h. After closeout of this Program Attachment, a relationship created under such award may be modified or ended in whole or in part with the consent of the awarding agency and the Contractor, provided the responsibilities of the Contractor referred to in §74.72(a), including those for property management as applicable, are considered and provisions made for continuing responsibilities of the recipient, as appropriate.
  - i. All provisions in this section shall survive termination of this Program Attachment in

accordance with Section 13.12 of the DSHS Subrecipient General Provisions.

D. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS):

1. Contractor shall ensure that it has appropriate internet access and computers capable to use CMBHS. If Contractor purchases equipment with DSHS funds, the equipment shall be inventoried, maintained in working order, and secured.
2. Contactor shall notify DSHS upon discovery if a security violation is detected, or if Contractor has any reason to suspect that the security or integrity of CMBHS data has been or may be compromised in any way. Contractor is required to update records on a daily basis to reflect any changes in account status
3. Contractor shall ensure that internal controls, security, and oversight are established for the approval and electronic transfer of information regarding reporting requirements. Contractor shall ensure that the electronic reports transmitted contain true, accurate, and complete information.
4. DSHS may limit or deny Contractor's and vendor/subrecipient's access to CMBHS at any time in DSHS's sole discretion.
5. Contractor shall use the following CMBHS components/functionality, in accordance with DSHS's instructions:
  - a. Staff Member;
  - b. User Profiles;
  - c. Assign Roles; and
  - d. Client Profile.
6. Contractor's network monitoring shall include troubleshooting or assistance with Contractor-owned Wide Area Networks (WANs), Local Area Networks (LANs), router switches, network hubs or other equipment and Internet Service Provider (ISP). Contractor shall maintain responsibility for local procedures to end-users and be responsible for data backup, restore, and contingency planning functions for all local data. Contractor shall:
  - a. Create, delete, and modify end-user LAN-based accounts;
  - b. Change/reset user local passwords as necessary;
  - c. Administer security additions/changes and deletions for CMBHS;
  - d. Install, maintain, monitor, and support Contractor LANs and WANs; and
  - e. Select, purchase service from, and monitor performance of ISP.
7. DSHS will provide support for CMBHS, including problem tracking and problem resolution. DSHS will provide telephone numbers for Contractors to access expert assistance for CMBHS related problem resolution. DSHS will provide initial CMBHS training. Contractor shall provide subsequent ongoing end-user training.

8. Contractor shall designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure all DSHS or HHSC database user accounts are current. Contractor shall develop and maintain a written security policy that ensures system security and protection of confidential information.

E. MATCH REQUIREMENTS:

1. Upon request from DSHS, Contractor shall provide supporting documentation for entries on Exhibit A, Match Requirement Reporting form showing funds received from DSHS for the collaborative are matched 1:1 by private funds. Such documentation may include signed letters of commitment, or copies of checks or other documentation to validate the entries.
2. Contractor shall meet 50 percent of the match requirement for each fiscal year no later than March 1 of each fiscal year, and the remaining 50 percent no later than August 31 of each fiscal year.
3. If at any time the match requirement is not met by the specified due date reimbursement may be withheld until the reimbursement amount equals the amount of required match dollars. Once the required match amount has been met, reimbursement shall resume.

SECTION II. PERFORMANCE MEASURES:

- A. Within thirty (30) days of execution of this Program Attachment, and as new vendor or subrecipient contracts and/or service providers join the collaborative project, Contractor shall provide DSHS copies of MOUs and/or other written agreements between Contractor and these service providers. All written agreements for all vendor or subrecipient contracts shall be submitted to DSHS with the completed Exhibit G, Vendor or Subrecipient Data Sheet.
- B. Within thirty (30) days of any change and/or termination to vendor or subrecipient contracts, Contractor shall submit to DSHS a revised Exhibit G, Vendor or Subrecipient Data Sheet with written details outlining modifications.
- C. Within thirty (30) days of execution of this Program Attachment, Contractor shall complete Exhibit F, Data Use and Business Associate Agreement, for vendor or subrecipient contractors entering client data into CMBHS. Contractor shall notify DSHS in writing if the Data Use and Business Associate Agreement is terminated for any reason.
- D. Upon Execution of this Program Attachment, contractor shall provide services as outlined in Exhibit J Work Plan and Exhibit J-1 Work Plan.
- E. Upon execution of this Program Attachment, and as new, private sources of cash match are secured, Contractor shall provide DSHS copies of MOUs and/or other written agreements from private sources that demonstrate funds received from DSHS are matched 1:1 by private third party cash expenditures.

- F. Within sixty (60) days of execution of this Program Attachment, Contractor shall submit to DSHS policies, procedures and process maps that effectively demonstrate adherence to RFP#: 537-14-0005 and this Program Attachment. Contractor policy and procedures and/or MOUs or other written agreements shall demonstrate use of EBP by HCC participating providers including staffing patterns, training schedule and certification requirements, and supervision plans. In the event that not all HCC participating providers are able to demonstrate use of EBP upon execution of this Program Attachment, Contractor shall include plans and timeframes to bring HCC participating providers into compliance no later than six (6) months from date of execution of this Program Attachment. Contractor shall consult with DSHS prior to altering any policy and/or procedure. DSHS reserves the right to require revisions to the written policies and procedures as necessary.
- G. Within sixty (60) days of execution of this Program Attachment, Contractor shall submit to DSHS an updated Sustainability Plan that documents planned efforts to ensure that the HCC Program becomes self-sustaining by August 31, 2021. Sustainability is measured by collaborative engagement in activities that include, but are not limited to, fundraising/donor requests/foundation support, possible or planned grants or independent funding opportunities, and solicitation/use of other local, state or federal funds. The sustainability plan shall show a decrease in dependence of DSHS funds and an increase of dependence on sustainable private funding in graph format on a year by year basis.
- H. Contractor shall collect, collate, and report outcome data associated with its chosen interventions and submit these data to DSHS and the University of Texas Center for Social Work Research (HCC third-party evaluator) on a quarterly basis. Data to be reported shall be collected within the following time frames: September through November, December through February, March through May, and June through August. Contractor shall submit raw data to DSHS in excel format. Contractor shall provide the HCC third-party evaluator raw data in a mutually agreed upon format and provide the evaluator additional ongoing data and information, within five (5) business days from date requested, in order to complete its evaluation. In submitting data to DSHS and the HCC third-party evaluator, Contractor shall demonstrate the effectiveness of its collaborative services in achieving its chosen outcome measures and shall participate in ongoing collaboration and communication with the HCC third-party evaluator to track the effectiveness of its chosen services in addressing its chosen outcome measures. In consultation with DSHS and HCC third-party evaluator, Contractor shall make adjustments or implement plans of correction to meet their proposed outcome measures as needed biannually. Contractor shall submit quarterly outcome data to DSHS and the HCC third-party evaluator no later than:
1. December 31, 2016;
  2. March 31, 2017;
  3. June 30, 2017; and
  4. September 30, 2017.
- I. Upon execution of this Program Attachment, Contractor shall provide DSHS and the HCC third-party evaluator a contact person or persons within their collaborative that has access to

the Homeless Management Information System (HMIS) or other data collection system(s) used to collect output and outcome data with administrative access and the ability to extract data. The outcome measures and targets selected by the Contractor indicated in this Program Attachment may be amended after consultation with and recommendations from the HCC third-party evaluator, and with prior DSHS written approval.

- J. No later than August 31, 2016, Contractor shall meet the output targets referenced in Exhibit K-1, FY16 Targets.
- K. No later than August 31, 2017, Contractor shall meet the output targets referenced in Exhibit K-2, FY17 Targets. Targets for subsequent years will be added on or before September 1<sup>st</sup> of each year.
- L. No later than thirty (30) days after HCC third-party evaluator completes its initial report to DSHS, Contractor shall provide DSHS with data collection, entry and maintenance processes, policies and procedures. Contractor shall consult with HCC third-party evaluator to create processes, policies and procedures to ensure they collect and analyze data capable of measuring its chosen outcomes and outputs in accordance with measures outlined in RFP#: 537-14-0005. Contractor shall comply with data collection processes, time frames for collection and quality assurance measures outlined in RFP#: 537-14-0005.
- M. No later than five (5) business days from date of initial contact with individuals seeking HCC collaborative services through the Coordinated Assessment/Intake, Contractor shall collect and enter data into CMBHS. Contractor shall collect and enter the following information:
  - 1. Profile date (date of contact with coordinated intake);
  - 2. Name;
  - 3. Date of Birth;
  - 4. Age Type;
  - 5. Social Security Number;
  - 6. Gender;
  - 7. Race;
  - 8. Ethnicity;
  - 9. Marital Status;
  - 10. Address (homeless or otherwise); and
  - 11. Contact Person, including:
    - a. Relationship;
    - b. Name; and
    - c. Address.

Upon initial encounter with individuals seeking HCC collaborative services through the Coordinated Access/Intake, and at start of any services provided to HCC participants by a mental health or substance abuse provider within the collaborative program, Contractor shall open client case in CMBHS and scan/upload signed releases for HCC participants who enter the HCC program and receive at least one service from the Contractor or HCC participating provider in the collaborative. The authorization to release information shall give all

necessary service providers, DSHS and the HCC third-party evaluator access to HCC participant's protected health information. This authorization to release information shall be provider-specific if it includes substance abuse information and can be more inclusive/broadly defined if the Contractor wishes to include all HCC participating providers, excluding substance abuse treatment providers. Upon graduate from HCC program, Contractor shall complete close case in CMBHS as outlined in Exhibit C, Data Definitions.

- N. No later than October 31, 2016, December 31, 2016, March 31, 2017, June 30, 2017, and September 30, 2017, Contractor shall collect and enter aggregate data in order to complete the HCC screen in CMBHS quarterly which includes:
1. Entire Collaborative Project Numbers (system wide number of participants Contractor has served through all HCC participating providers in the project, whether identified as vendor, subrecipient or other non-funded entity) shall include:
    - a. Number of full-time equivalents (FTE) or partial-time equivalents (PTE) of new staff positions supported by HCC funds;
    - b. Number of new unduplicated coordinated assessments completed;
    - c. Number of new unduplicated HCC participants (open cases) that have successfully engaged and participated in any collaborative partners services offered through HCC program;
    - d. Number of new unduplicated HCC participants (open cases) that have been referred to any collaborative partner services offered through the HCC program but are not currently receiving services from the HCC program (wait list for HCC program); and
    - e. Number of new individuals diverted from the homeless service system through Coordinated Assessment/Intake.
  2. Minimum/Required Program Specific Services provided to unduplicated individuals who are enrolled in the HCC (assessed, deemed eligible, chose to enroll in the HCC, have an Open Case (i.e., Client Profile):
    - a. Number of new unduplicated HCC participants who received emergency shelter;
    - b. Number of new unduplicated HCC participants who received mental health crisis services;
    - c. Number of new unduplicated HCC participants who received mental health services (Counseling);
    - d. Number of new unduplicated HCC participants who received mental health services (Case Management);
    - e. Number of new unduplicated HCC participants who received mental health services (Psycho-social Rehab Services);
    - f. Number of new unduplicated HCC participants who received assistance accessing mainstream benefits;
    - g. Number of new unduplicated HCC participants who received substance abuse treatment (Detox) services;
    - h. Number of new unduplicated HCC participants who received abuse treatment (Out-Patient) services;

- i. Number of new unduplicated HCC participants who received substance abuse treatment (In-Patient/Residential) services;
  - j. Number of new unduplicated HCC participants who received substance abuse treatment (Aftercare) services;
  - k. Number of new unduplicated HCC participants who received integrated medical services;
  - l. Number of new unduplicated HCC participants who received housing services;
  - m. Number of new unduplicated HCC participants who received rapid-rehousing / short-term rental assistance (bridge subsidies);
  - n. Number of new unduplicated HCC participants who received transitional housing;
  - o. Number of new unduplicated HCC participants who received sober housing;
  - p. Number of new unduplicated HCC participants who received PSH;
  - q. Number of new unduplicated HCC participants who received affordable housing; and
  - r. Number of new unduplicated HCC participants who received education, job training or supported employment services.
3. Optional/Additional Program Specific Services provided to unduplicated individuals who are enrolled in the HCC (assessed, deemed eligible, chose to enroll in the HCC, have an Open Case (i.e., Client Profile):
- a. Number of new unduplicated HCC participants who received meals or food bank/pantry;
  - b. Number of new unduplicated HCC participants who received clothing, grooming or hygiene products;
  - c. Number of new unduplicated HCC participants who received criminal justice services;
  - d. Number of new unduplicated HCC participants who received veteran services;
  - e. Number of new unduplicated HCC participants who received micro businesses;
  - f. Number of new unduplicated HCC participants who received peer services;
  - g. Number of new unduplicated HCC participants who received family supportive services - child care;
  - h. Number of new unduplicated HCC participants who received family supportive services - parenting classes;
  - i. Number of new unduplicated HCC participants who received family supportive services - emergency shelter;
  - j. Number of new unduplicated HCC participants who received family supportive services - rapid-housing / short-term rental assistance (bridge subsidies);
  - k. Number of new unduplicated HCC participants who received family supportive services - transitional housing;
  - l. Number of new unduplicated HCC participants who received family supportive services - sober housing;

- m. Number of new unduplicated HCC participants who received family supportive services - PSH;
  - n. Number of new unduplicated HCC participants who received family supportive services - affordable housing; and
  - o. Number of new unduplicated HCC participants who received Tobacco Cessation.
4. Minimum/Required Program Specific Services provided to unduplicated individuals who are enrolled in the HCC (assessed, deemed eligible, chose to enroll in the HCC, have an Open Case (i.e., Client Profile) and received PSH:
- a. Number of new unduplicated HCC participants in PSH who received mental health crisis services;
  - b. Number of new unduplicated HCC participants in PSH who received mental health services (Counseling);
  - c. Number of new unduplicated HCC participants in PSH who received mental health services (Case Management);
  - d. Number of new unduplicated HCC participants in PSH who received mental health services (Psycho-social Rehab Services);
  - e. Number of new unduplicated HCC participants in PSH who received assistance accessing mainstream benefits;
  - f. Number of new unduplicated HCC participants in PSH who received substance abuse treatment (Detox) services;
  - g. Number of new unduplicated HCC participants in PSH who received abuse treatment (Out-Patient) services;
  - h. Number of new unduplicated HCC participants in PSH who received substance abuse treatment (In-Patient/Residential) services;
  - i. Number of new unduplicated HCC participants in PSH who received substance abuse treatment (Aftercare) services;
  - j. Number of new unduplicated HCC participants in PSH who received integrated medical services;
  - k. Number of new unduplicated HCC participants in PSH who received housing services; and
  - l. Number of new unduplicated HCC participants in PSH who received education, job training or supported employment services.
5. Optional/Additional Program Specific Services provided to unduplicated individuals who are enrolled in the HCC (assessed, deemed eligible, chose to enroll in the HCC, have an Open Case (i.e., Client Profile) and received PSH:
- a. Number of new unduplicated HCC participants in PSH who received meals or food bank/pantry;
  - b. Number of new unduplicated HCC participants in PSH who received clothing, grooming or hygiene products;



- c. Number of new unduplicated HCC participants in PSH who received criminal justice services;
  - d. Number of new unduplicated HCC participants in PSH who received veteran services;
  - e. Number of new unduplicated HCC participants in PSH who received micro businesses;
  - f. Number of new unduplicated HCC participants in PSH who received peer services;
  - g. Number of new unduplicated HCC participants in PSH who received family supportive services - child care;
  - h. Number of new unduplicated HCC participants in PSH who received family supportive services - parenting classes; and
  - i. Number of new unduplicated HCC participants in PSH who received Tobacco Cessation.
- O. Within sixty (60) days of execution of this Program Attachment, Contractor shall submit to DSHS a policy and procedure for graduation from the HCC program to include:
- a. Process for determining if graduation from the HCC program is appropriate;
  - b. Ensuring continuity of care is established; and
  - c. Process for completing the 30 and 90 day pre-graduation assessment.
- P. Follow up data for unduplicated individuals who are enrolled in the HCC (assessed, deemed eligible, chose to enroll in the HCC, have an Open Case (i.e., Client Profile)) and received PSH:
- a. Number of new unduplicated HCC participants who successfully graduated from the program and continue to receive Rapid-Rehousing / Short-Term Rental Assistance at 30 day follow up;
  - b. Number of new unduplicated HCC participants who successfully graduated from the program and continue to reside in PSH at 30 day follow up;
  - c. Number of new unduplicated HCC participants who successfully graduated from the program and continue to reside in Affordable Housing at 30 day follow up;
  - d. Number of new unduplicated HCC participants who successfully graduated from the program and continue to receive Mental Health Services at 30 day follow up;
  - e. Number of new unduplicated HCC participants who successfully graduated from the program and continue to receive Substance Abuse Services at 30 day follow up;
  - f. Number of HCC participants who successfully graduated from the program and continue to receive Rapid-Rehousing / Short-Term Rental Assistance at 90 day follow up;
  - g. Number of HCC participants who successfully graduated from the program and continue to reside in PSH at 90 day follow up;

- h. Number of HCC participants who successfully graduated from the program and continue to reside in Affordable Housing at 90 day follow up;
  - i. Number of HCC participants who successfully graduated from the program and continue to receive Mental Health Services at 90 day follow up; and
  - j. Number of HCC participants who successfully graduated from the program and continue to receive Substance Abuse Services at 90 day follow up.
- Q. Contractor shall collect and enter follow-up data on HCC participants linked to housing who successfully graduate from the program in CMBHS on a quarterly basis. Number of HCC participants who successfully graduate and continue to receive the following at both 30 and 90 day follow up:
- 1. Rapid-Rehousing (number of individuals who accessed / were assisted by provider for short term rent/utility assistance);
  - 2. Transitional Housing (number of individuals who accessed / were placed in transitional housing unit / program);
  - 3. PSH (number of individuals who access / moved into PSH unit);
  - 4. Affordable Housing (number of individuals who accessed / moved into affordable housing unit);
  - 5. Mental Health Services (number of individuals who access on-going mental health services); and
  - 6. Substance Abuse Services (number of individuals who access on-going substance abuse services).

Contractor shall submit quarterly data for HCC client graduation to DSHS no later than:

- 1. December 31, 2016,
- 2. March 31, 2017;
- 3. June 30, 2017; and
- 4. September 30, 2017.

- R. Upon execution of this attachment contractor shall employ the VI- SPDAT (Vulnerability Index Service Prioritization Decision Assistance Tool) to determine prioritization of housing needs during the client intake process.
- S. As soon as the HCC participant is effectively engaged and willing to participate in mental health services, Contractor shall require the LMHA or other approved Mental Health provider to complete the Mental Health Adult Uniform Assessment for Texas Resilience and Recovery Adult Needs Strengths Assessment (Adult UA and ANSA). As soon as the person is effectively engaged and willing to participate in substance abuse services, Contractor shall require the LMHA or other approved Substance Abuse provider to complete the modified Adult Severity Index (modified ASI). If there are children, only adults shall be counted for services. MHSA Treatment providers are required to enter all services into CMBHS within five (5) business days of HCC participant contact and/or service provision.
- T. Contractor shall complete Exhibit B, Security Administrator Attestation & Authorized Users List, to provide to DSHS the name, phone number, and email address of the two Security Administrators no later than two (2) weeks from date of this executed Program Attachment, and every six (6) months thereafter. This Exhibit shall confirm the Contractor has reviewed the names of agency employees who have access to DSHS or HHSC database systems that may be used in conducting business with DSHS, and Contractor has removed access to users who are no longer authorized to access secure data. This Exhibit shall also include former and current Contractor's employees, contracted labor, subcontractors or any other users authorized to have access to secure data in CMBHS and shall document whose authority has been added and terminated, and the date the authority was added or terminated.
- U. Contractor shall use Exhibit B, Security Administrator Attestation & Authorized Users List, to notify DSHS within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.
- V. No later than thirty (30) days after HCC third-party evaluator completes its initial report to DSHS, Contractor shall provide for approval a Quality Improvement Plan which incorporates:

1. Specific plans to collect reliable outcome and output data;
  2. Feedback from local stakeholders and participants;
  3. Plans to assess the quality of interventions;
  4. Incident and risk management activities in order to protect HCC participant level protected health information;
  5. Frequency of data review and usages; and
  6. Access to and reporting on project data.
- W. No later than December 31, 2016, March 31, 2017 June 30, 2017 and September 30, 2017, Contractor shall conduct quarterly Quality Improvement/Quality Assurance activities and report to DSHS.
- X. No later than thirty (30) days after the execution of this Program Attachment and upon any change to prior submission, Contractor shall submit to DSHS the following:
1. Physical address of property to be acquired and/or construction location;
  2. Legal description of property to be acquired and/or improved through renovation or construction;
  3. Current flood plain map of property to be acquired and/or construction upon. Maps are available via the City or County Emergency Management Agency and/or from the Federal Emergency Management Agency (FEMA) at the following website: <https://msc.fema.gov/portal> (one time reporting);
  4. Status of hiring construction monitor(s); and
  5. A timeline of all property acquisition and construction projects to be reviewed and approved by DSHS.
- Y. No later than thirty (30) days after the execution of this Program Attachment and on the last business day of every month, Contractor shall complete and submit to DSHS information to include the following:
- a. Status of acquisition of real property and/or status of construction projects, noting timelines in securing, leasing, purchasing, and/or closing of title;
  - b. A developed timeline of all construction projects including starting dates, key milestones and estimated timeframes for completion; and
  - c. Any changes to acquisition or construction timelines greater than thirty (30) days. An explanation of the issue and any barriers to keeping the project on approved timelines.
- Z. No later than thirty (30) days after the execution of this Program Attachment and upon execution of further agreements, Contractor shall complete and submit to DSHS the following:
- a. Copies of contracts, leases, deeds, titles, and other documentation related to real property purchase, development or construction; and
  - b. All expenses as verified through General Ledger pertaining to acquisition, construction costs.

AA. Contractor shall submit to DSHS all documentation required in Exhibit H, Construction Project Terms, in accordance with the time frames set forth in that Exhibit.

BB. Contractor shall submit to DSHS documentation of funds matched 1:1 using the Exhibit A, Match Requirement Reporting form on a monthly basis.

Contractor shall submit quarterly data to DSHS no later than:

1. December 31,
2. March 31;
3. June 30 and
4. September 30.

Contractor shall submit all reports, documentation, and other information required of Contractor electronically to the [mhcontracts@dshs.state.tx.us](mailto:mhcontracts@dshs.state.tx.us) email address, the assigned DSHS Contract Manager and Program Subject Matter Expert (SME). If DSHS determines Contractor needs to submit deliverables by mail or fax, Contractor shall send the required information to one of the following addresses:

**U.S. Postal Mail**

Department of State Health Services  
Mental Health Contracts Management Unit (Mail Code 2058)  
P. O. Box 149347  
Austin, TX 78714-9347

**Overnight Mail**

Department of State Health Services  
Mental Health Contracts Management Unit (Mail Code 2058)  
909 West 45<sup>th</sup> Street, Bldg. 552  
Austin, TX 78751  
Fax: (512) 206-5307

**SECTION III. SOLICITATION DOCUMENT:**

RFP #: 537-14-0005

Issued: November 27, 2013

**SECTION IV. RENEWALS:**

DSHS, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties. The HCC program shall be self-sustaining within seven years of the initial contract award, effective July 1, 2014. DSHS defines self-sustaining as being a project that can continue without these specific dollars being allocated to the project. The period for self-sustainment is as follows:

Year 1: July 1, 2014 - August 31, 2015

Year 2: September 1, 2015 - August 31, 2016

Year 3: September 1, 2016 - August 31, 2017  
Year 4: September 1, 2017 - August 31, 2018  
Year 5: September 1, 2018 - August 31, 2019  
Year 6: September 1, 2019 - August 31, 2020  
Year 7: September 1, 2020 - August 31, 2021

#### SECTION V. PAYMENT METHOD:

Contracts awarded under RFP#: 537-14-0005 and any anticipated contract renewals are contingent upon the continued availability of funding.

#### Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

#### SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment monthly using the State of Texas Purchase Voucher (Form B-13) and State of Texas Match/Reimbursement Certification (Form B-13A), which can be downloaded at <http://www.dshs.state.tx.us/grants/forms.shtm>. When required by this Program Attachment, Contractor shall also submit supporting documentation for reimbursement of the services/deliverables.

At a minimum, invoices shall include:

1. Name, address, and telephone number of Contractor;
2. DSHS Contract or Purchase Order Number;
3. Identification of service(s) provided;
4. Dates services were delivered;
5. Total invoice amount;
6. A copy of the Contractor and vendor or subrecipient contractor General Ledgers with documentation of all expenditures specific to HCC program cost center for the period which supports the budget items requesting reimbursement; and
7. Any additional supporting documentation which is required by this Program Attachment or as requested by DSHS.

Contractor shall electronically submit all invoices with supporting documentation to the Claims Processing Unit at [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us) with a copy to [mhcontracts@dshs.state.tx.us](mailto:mhcontracts@dshs.state.tx.us) and the assigned DSHS Contract Manager. Alternative submission arrangements shall be approved by the assigned DSHS Contract Manager.

#### SECTION VII. BUDGET:

DSHS shall pay Contractor for charges determined and invoiced in accordance with the

terms and conditions of this Program Attachment as follows:

Funds received from DSHS for the collaborative shall be matched 1:1 by private funds. Exhibit A, Match Requirement Reporting form, shall be submitted to [mhcontracts@dshs.state.tx.us](mailto:mhcontracts@dshs.state.tx.us) with a copy to the assigned DSHS Contract Manager.

Contractor shall use DSHS funds to provide services only to individuals who are homeless and who suffer from mental illness or co-occurring psychiatric and substance use disorders as identified in RFP#: 537-14-0005. Contractor may not use funds allocated to the HCC program for substance abuse treatment services provided to non-HCC participants. Contractor shall seek cost reimbursement throughout this Program Attachment for substance abuse treatment services (inclusive of detox, residential, outpatient and/or aftercare) provided to HCC participants who meet the target population identified in RFP#: 537-14-0005.

Source of Funds:

CFDA #:

Match Required: Contractor shall provide at a minimum matching private third party contributions at a rate of \$1 for every \$1 of the contracted DSHS dollars as referenced in this section.

Total FY16 match amount: \$3,246,579.00

Total FY17 match amount: \$3,875,498.00

Total match amount for term of this Program Attachment: \$7,122,077.00

FY16 total reimbursement shall not exceed \$3,246,579.00

FY17 total reimbursement shall not exceed \$3,875,498.00

Total reimbursements shall not exceed \$7,122,077.00 for the term of the Program Attachment

DSHS, at its sole discretion, may adjust the funding amount of a Program Attachment based on performance, the failure to expend funding, the failure to meet match as described in section 1, e, 2, and/or other criteria determined by DSHS, and contingent on availability of funds allocated for the adjustments.

#### SECTION VIII. SPECIAL PROVISIONS:

Contractor shall adhere to the 2016 Federal Grant Subrecipient Additional Provisions, Exhibit L.

**The 2016 Federal Grant Subrecipient Additional Provisions, Article XXIII, Program Funds and Payments, Section 23.06 is amended to read as follows:**

Contractor shall electronically submit quarterly Financial Status Reports using the Form 269a, which can be downloaded at <http://www.dshs.state.tx.us/grants/forms.shtm>, to the Claims Processing Unit at [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us) with a copy to [mhcontracts@dshs.state.tx.us](mailto:mhcontracts@dshs.state.tx.us) and the DSHS Contract Manager no later than the following dates:

Service Period:	Due Date:
September 1 <sup>st</sup> – November 30 <sup>th</sup>	December 31 <sup>st</sup>
December 1 <sup>st</sup> – February 28 <sup>th</sup>	March 31 <sup>st</sup>
March 1 <sup>st</sup> – May 31 <sup>st</sup>	June 30 <sup>th</sup>
June 1 <sup>st</sup> – August 31 <sup>st</sup>	October 31 <sup>st</sup>

**General Provisions, Article VII Confidentiality, Section 7.01 Maintenance of Confidentiality is revised to read as follows:**

**Section 7.01 Maintenance of Confidentiality.** Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI) and any other information that discloses confidential personal information or identifies any client served by DSHS in accordance with any applicable federal and state law, rules and regulations, including but not limited to:

- a. 7 Code of Federal Regulations (CFR) Part 246; 42 CFR Part 2, 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]);
- b. Texas Health and Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611 and 773;
- c. Texas Occupations Code, Chapters 56 and 159; and
- d. Any other applicable federal and state laws, rules or regulations.

The HHS Data Use Agreement (Version 8.3) at [http://www.hhsc.state.tx.us/about\\_hhsc/BusOpp/data-use-agreement.pdf](http://www.hhsc.state.tx.us/about_hhsc/BusOpp/data-use-agreement.pdf) is incorporated as part of the Contract and describes Contractor's rights and obligations with respect to the Confidential Information and the limited purposes, for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. For the purpose of this Contract, the Contractor accesses Confidential Information as defined in and agrees to comply with the HHS Data Use Agreement (Version 8.3 HIPPA Omnibus Compliant June 19, 2015, Community Center and Local Health Department GOVERNMENTAL ENTITY VERSION).

**General Provisions, Article XIII General Business Operations of Contractor, Section 13.04 Status of Subcontractors, is revised to include the following:**

Contractor must execute a signed vendor or subrecipient written agreement with each participating HCC subcontractor. Contractor shall obtain written approval from DSHS prior to entering into a contractual agreement, of any amount, for the HCC Administrative/Program



Implementation duties/functions of this Program Attachment. Contractor is required to justify that a fair and competitive process was used in selecting vendor or subrecipient contractors.

Contractor must complete and submit Exhibit G, Vendor or Subrecipient Data Sheet for each vendor or subrecipient agreement prior to entering into the agreement. The Vendor or Subrecipient Data Sheet must be submitted to the assigned DSHS Contract Manager for approval within 30 days of the Program Attachment start date and must be revised and resubmitted if there are any changes to the information.

**The 2016 Federal Grant Subrecipient Additional Provisions, Article XXII Program Equipment and Supplies, Section 22.01 Equipment, is revised to include the following:**

At the conclusion of the contractual relationship between the Department and Contractor, for any reason, title to any remaining property/equipment and supplies purchased with funds under this Contract reverts to Department. Title may be transferred to any other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

**The 2016 Federal Grant Subrecipient Additional Provisions, Article XXIV Allowable Costs and Audit Requirements, Section 24.02 Property Acquisitions, is deleted in its entirety.**

**General Provisions, Article XV, Breach of Contract and Remedies for Non-Compliance, Section 15.03 Notice of Remedies or Sanctions is amended as follows:**

Department will formally notify Contractor in writing when a remedy or sanction is imposed (with the exception of accelerated monitoring, which may be unannounced), stating the nature of the remedies and sanction(s), the reasons for imposing them, the corrective actions, if any, that must be taken before the actions will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies and sanctions imposed. Other than in the case of repayment or recoupment, Contractor is required to file, within ten (10) calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice. If requested by the Department, the written response must state how Contractor shall correct the noncompliance (corrective action plan) or demonstrate in writing that the findings on which the remedies or sanction(s) are based are either invalid or do not warrant the remedies or sanction(s). If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department will provide written notice to Contractor of Department's decision. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the approved corrective action plan. If DSHS determines that repayment is warranted, DSHS will issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS will recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

**General Provisions, Article XV, Breach of Contract and Remedies for Non-Compliance, Section 15.04 Emergency Action is deleted and replaced as follows:**

**Section 15.04 Liquidated Damages**

a) Contract Monitoring.

DSHS will monitor Contractor for programmatic and financial compliance with this Contract and may impose liquidated damages for any breach of this Contract. DSHS may place Contractor on accelerated monitoring, which means more frequent or more extensive monitoring than ordinarily conducted by DSHS. DSHS may allow the Contractor the opportunity to correct identified deficiencies prior to imposing actions stated in this section.

b) Liquidated Damages.

Contractor agrees that noncompliance with the requirements specified in the Program Attachment causes damages to DSHS that are difficult to ascertain and quantify. Contractor further agrees that DSHS may impose liquidated damages each month for so long as the noncompliance continues. For failing to comply with any of the Contract requirements identified below in this section, DSHS may impose liquidated damages of \$250 for the first and second occurrence of noncompliance during a fiscal year; and \$500 for the third and subsequent occurrence(s) of noncompliance with the same requirement during the same fiscal year:

- 1) ensuring the provision of a required service and meeting targets and measures indicated in the Program Attachment each month;
- 2) submitting any report or other information, as required by Article II; Compliance and Reporting;
- 3) retaining records, as required in Article IX; Records Retention;
- 4) providing unrestricted access to and allowing inspection of information, as required by Article X; Access and Inspection;
- 5) responding to deficiencies, as required in Article X, Section 10.03;
- 6) complying with each DSHS rule, as required in Article II, Section 2.01; or
- 7) complying with any other requirements of this Contract.

c) Contractor Repayment.

DSHS may withhold any payments to Contractor to satisfy any recoupment or liquidated damage imposed by DSHS under this Article. DSHS may take repayment from funds available under this Contract, active or expired, or any subsequent renewal, in amounts necessary to fulfill Contractor's repayment obligations.

d) Notice of Liquidated Damages.

DSHS will formally notify Contractor in writing when liquidated damages action is imposed, stating the nature of the action, the reasons for imposing, and the method of appealing. Contractor may file, within ten (10) calendar days of receipt of the notice, a written appeal to the assigned contract manager, which must demonstrate that the findings on which the Liquidated Damage is based are either invalid or do not warrant the action(s). A properly filed appeal shall include documented proof that Contractor

submitted the information by the due date or received an exemption from the assigned contract manager. If DSHS determines that the liquidated damage is warranted, DSHS's decision is final and the remedy or sanction shall be imposed.

**General Provisions, Article XV, Breach of Contract and Remedies for Non-Compliance, Section 15.04 Emergency Action is renumbered to Section 15.05 Emergency Action.**

**Section 15.05 Emergency Action.**

In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as the following:

- a) Contractor is noncompliant and the noncompliance has a direct adverse effect on the public or client health, welfare or safety. The direct adverse effect may be programmatic or financial and may include failing to provide services, providing inadequate services, providing unnecessary services, or using resources so that the public or clients do not receive the benefits contemplated by the scope of work or performance measures; or
- b) Contractor is expending funds inappropriately.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.



## **Budget Narrative – Proposed Additional HCC Funding**

This budget Narrative has been completed to match the details of the Budget previously submitted to DSHS on October 18, 2016 as it relates to the expansion of the HCC allocation to include an additional \$1,737,058.00. Supporting spreadsheets from the original budget are included as an attachment, and the narrative text is to provide more information and clarity to the budget and information previously submitted.

Austin Travis County Integral Care is grateful for the opportunity to expand and enhance our delivery of integrated health and support services to the chronically homeless in our community. We are particularly excited about the opportunity to provide additional services to the residents of Mobile Loaves and Fishes' Community First as a result of this increased funding via the HCC collaborative. The collaborative has evolved to add an additional clinic site, the Topfer Health Resource Center at Community First Village to meet the needs of approximately 250 homeless consumers. This evolution will allow the collaborative to have two clinics and two distinct sites to provide individuals with an array of services and allowing client choice. The two sites will be managed by HCC and will work collaboratively to leverage resources and maximize opportunities for the population served. The additional funds requested will support a clinical nurse manager to provide coordination at Community First, a Supportive Housing Manager to assist with coordination and development of housing resources and a Mobile Intake Clinical Counselor to engage homeless individuals in services. In addition, these additional resources will provide much needed capital funding for the Oak Springs Housing First site.

### **I. Personnel (\$113,866)**

The requested additional funds will provide the following additional staff:

1. Clinic nurse manager for the Topfer Health Resource Center at Community First. Given the medical complexity of the residents, there is a need for a clinic manager to help patients navigate the broader health care system and specialty providers on and off site. This request funds the change from an RN to an RN Supervisor. The Clinical Nurse Manager will:

- \*Manage HRC operations
- \*Provide clinical nursing services to residents
- \*Take lead on setting Community Care schedules and managing referrals
- \*Care coordinator: ensure patient follow up along appropriate continuum of care
- \*Support ATCIC psychiatric Nurse Practitioner



## Exhibit J-1 Work Plan

\*Provide education & resources to ATCIC Rehabilitation Specialists for implementation of medical case management services

2. Supportive Housing Program Manager: This position will manage and coordinate Integral Care's efforts related landlord outreach, coordination with the local continuum of care (CoC) and work on expanding housing resources to ensure consumers have choices and access to affordable housing. This position will coordinate HCC's access to a multiple housing resources.
3. Clinical Counselor/ Intake Specialist; This position will provide mobile intake services to assist homeless individuals engage in services and provide clinical counseling to individuals needing CBT or CPT before or after housing placement.

**Personnel Fringe Benefits (\$366,814)**

Fringe Rate includes: FICA – 7.65%, Unemployment - .55%, ADD/Life – .25%, Retirement – 4.5%, Worker's Compensation - .35%, Health average 15.83%

**Personnel Expense Details:**

Staff	Monthly Salary		Total Salary
1 RN Supervisor	\$6,635.92	12 months	\$18,881
1 Supportive Housing Manager	\$5,792.00	9	\$52,128
1 Clinical Counselor/Intake Specialist	\$4,761.92	9	\$42,857

The RN Supervisor was an upgrade of an existing position so the increased cost funded was \$18,881.



## Exhibit J-1 Work Plan

**II. Construction (\$1,543,912.00)**

\$1,543,912.00 of the additional funds will cover architect, civil engineering and construction contractor costs.

<b>Service</b>	<b>Description</b>	<b>Funding allocated</b>
Architect & Civil Engineering Cost	Construction of Facility	\$177,327.00
Construction Contractor	Construction of Facility	\$1,366,585.00

**III. Client Assistance (\$20,000):** This fund will provide access to substance abuse treatment services such as detox, assistance with homeless prevention, rapid rehousing and basic needs.

**IV. Evidence Based Practice Training (\$10,000)**

Staff and collaborative partners will receive training on diversion, harm reduction, motivational interviewing, progressive engagement, and trauma informed care. Special emphasis will be provided to further train and implement the principles of RRH to assist youth and substance use treatment services to provide more comprehensive integrated services using the best practice principles of harm reduction.

**V. Indirect Costs \$19,101.**

Our organization has an indirect rate for FY2014 of 11.97%. This is included in our annual independent audit.

The indirect amount charged to the grant is the allowable 10% of total. The amount reflected above is on the total direct service portion with no indirect taken on construction. The additional amount added as a result of the increased direct service portion was \$19,101.



Exhibit J-1 Work Plan

**Total Funds requested for this project is: \$1,737,058.00**

**Meet the Match for all funding**

Integral Care will meet all required match this FY through the relationship with Mobile Loaves and Fishes as part of the Healthy Community Collaborative. Private dollars are being utilized for the construction of the Community First Village. Those expenditures will meet or exceed the required DSHS match amount.

**Contract # 2016-048882-001B**  
Austin Travis County Integral Care

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For Contracts, Renewals, Amendments, and Revenue Contracts

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5	NA	FFATA Certification Form*	
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7	NA	Vendor Subrecipient Determination Form*	
8	NA	Requisition*	
9	NA	Purchase Order*	
10		Miscellaneous (emails, correspondence, supporting actions taken, i.e., audit trail)*	

\*Include these items if applicable.

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It is the responsibility of the Contract Specialist assigned this program ID to ensure the contract file folder is complete, regardless of who may have assisted with work on their behalf.

MH/HCC  
Program ID:

MSTG  
Contract Coordinator Initials

04/24/2017  
Date:

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