

**HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000116800001
AMENDMENT NO. 3**

The **HEALTH AND HUMAN SERVICES COMMISSION** (also referred to as “HHSC” or “System Agency”) and **OXFORD HOUSE, INC.** (“Contractor”), who are collectively referred to herein as the "Parties" to that certain Grant Contract to provide Texas Group Home (“TGH”) Program Services, which is denominated HHSC Contract No. HHS000116800001 (the “Contract”), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to revise the Scope of Work and the Budget, and to allocate funding for State Fiscal Years 2022 and 2023 to the Contract to allow for successful completion of the Project;


NOW, THEREFORE, the Parties hereby amend the Contract as follows:

1. This Amendment adds State Fiscal Year 2022 funding in the amount of **ONE MILLION, ONE HUNDRED NINETY THOUSAND, THREE HUNDRED TWENTY-FIVE dollars (\$1,190,325.00)**, for the term of September 1, 2021, through August 31, 2022.
2. This Amendment adds State Fiscal Year 2023 funding in the amount of **ONE MILLION, ONE HUNDRED NINETY THOUSAND, THREE HUNDRED TWENTY-FIVE dollars (\$1,190,325.00)**, for the term of September 1, 2022, through August 31, 2023.
3. The estimated “Total Contract Value” is now **SIX MILLION, TWO HUNDRED FORTY-NINE THOUSAND, SIX HUNDRED TWENTY-FIVE (\$6,249,625.00)**.
4. **ATTACHMENT A** of the Contract, “**STATEMENT OF WORK**,” is hereby deleted in its entirety and replaced with “**ATTACHMENT A – STATEMENT OF WORK (REVISED SEPTEMBER 2021)**,” which is attached hereto.
5. **ATTACHMENT B-2** of the Contract, “**BUDGET SUMMARY (REVISED SEPTEMBER 2020)**,” is hereby replaced with “**ATTACHMENT B-3 BUDGET (REVISED SEPTEMBER 2021)**,” which is attached hereto.
6. This Amendment shall be effective as of September 1, 2021, provided both Parties have signed below on or before then.
7. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full effect.
8. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 3
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS000116800001**

**HEALTH AND HUMAN SERVICES
COMMISSION**

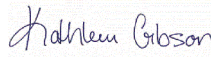
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Sonja Gaines

SG

Date of Signature: July 27, 2021

OXFORD HOUSE, INC.

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Kathleen Gibson

Chief Operating Officer

Date of Signature: July 27, 2021

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

- **ATTACHMENT A: STATEMENT OF WORK (REVISED SEPTEMBER 2021);**
- **ATTACHMENT B-3: BUDGET SUMMARY (REVISED SEPTEMBER 2021); and**
- **FFATA Federal Funding Accountability and Transparency Act Certification.**

**ATTACHMENT B-3
BUDGET SUMMARY
(REVISED SEPTEMBER 2021)**

- A. Funding from The United States Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA) fund the HHSC Substance Use Disorder project(s), which includes this contract.

- B. The Assistance Listing Number (ALN) funds, if any, are listed on the Categorical Budget as part of the System Agency Share.
 - 1. Substance Abuse Prevention Treatment (SAPT) Grant, ALN 93.959
 - 2. State General Revenue

- C. Total reimbursements are as follow:
 - 1. Fiscal year 2022 funding allocation from September 1, 2021 through August 31, 2022 is \$1,190,325.00.
 - 2. Fiscal year 2023 funding allocation from September 1, 2022 through August 31, 2023 is \$1,190,325.00.

- D. Grantee Share (Match)
 - 1. Funds do not require and are not calculated in the match requirement.

- E. Cost Reimbursement Budget
 - 1. The Cost Reimbursement budget documents all approved and allowable expenditures; Grantee shall *only* utilize the funding detailed in Attachment B for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented on the approved budget, Grantee shall notify, in writing, the System Agency assigned contract manager and request approval prior to utilizing the funds. System Agency shall provide written notification regarding if the requested expense is approved.
 - 2. If needed, Grantee may revise the System Agency approved Cost Reimbursement budget. The requirements are as follows:
 - a. Grantee is allowed to transfer funds from the budgeted direct categories only; with the exception of the Equipment Category. Grantee may transfer up to ten percent (10%) of the Fiscal Year Contract value without System Agency approval. Budget revisions exceeding the ten percent requirement require System Agency's written approval.
 - b. Grantee may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the ten percent (10%) requirement stated, above, in Section E.2.a., by submitting a written request to the assigned contract manager. This change is considered a minor administrative change and does not require an amendment. The System Agency shall provide written notification if the budget revision is approved; and the assigned contract manager will update CMBHS, as needed.
 - c. Grantee may revise the Cost Reimbursement budget 'Equipment' and/or 'Indirect Cost' Categories, however a formal Amendment is required. Grantee shall submit to the assigned contract manager a written request to revise the budget, which includes a justification for the revisions. The assigned Contract Manager shall provide written

notification stating if the requested revision is approved. If the revision is approved, the budget revision is *not* authorized, and funds *cannot* be utilized until the Amendment is executed and signed by both Parties.

3. The budgeted indirect cost amount is provisional and subject to change. The System Agency reserves the right to negotiate Grantee's indirect cost amount, which may require Grantee to provide additional supporting documentation to the assigned contract manager.
- F. Total reimbursements will not exceed the System Agency Share, as stated in the Categorical Budget, for the term of this contract.
- G. Any unexpended balance associated with any other System Agency Contract may not be applied to this System Agency Contract.

Categorical Budget is on the following page.

H. The Fiscal year budget for Fiscal Year 2022 (September 1, 2021, through August 31, 2022), and Fiscal Year 2023 (September 1, 2022, through August 31, 2023) is below:

PERSONNEL	\$555,900.00
FRINGE BENEFITS	\$166,774.00
TRAVEL	\$307,240.00
EQUIPMENT	\$0.00
SUPPLIES	\$21,200.00
CONTRACTUAL	\$0.00
OTHER	\$31,000.00
TOTAL DIRECT CHARGES	\$1,082,114.00
INDIRECT CHARGES	\$108,211.00
TOTAL CONTRACT AMOUNT	\$1,190,325.00
SYSTEM AGENCY SHARE	\$1,190,325.00
GRANTEE SHARE (MATCH)	0.00

**ATTACHMENT A
STATEMENT OF WORK
(REVISED SEPTEMBER 2021)**

I. PURPOSE, GOALS, TARGETS

A. The Texas Group Homes (TGH) contract fills a gap in the substance use disorder services continuum by establishing and maintaining self-run, self-supported peer-operated recovery homes. In adherence with United States Code, Title 42, Section §300X–25 Group Homes for Recovering Substance Abusers, the System Agency will utilize the Oxford House concept to increase recovery housing assistance opportunities for recovering individuals living together in a disciplined environment to maintain recovery without recurrence of use.

This level of care includes the provision of a safe and affordable, drug-free living situation to recovering individuals with the support of other peers in recovery, Grantee staff, and other supports and services in the community.

B. GOAL

The primary objective is to expand and enhance the Oxford House concept of care by integrating prevention, treatment, re-entry, and recovery support services for individuals with substance use disorders, specifically for those utilizing System Agency-funded treatment and recovery programs.

C. TARGET POPULATION

Adult men and women completing a System Agency funded substance use disorder residential treatment program, as well as those enrolled in outpatient, recovery support, and opioid treatment services, who need a place to live and can meet the requirements for being a resident of a Recovery House.

II. SERVICE REQUIREMENTS

Grantee shall:

1. Recruit, hire, train, and supervise a minimum of seven (7) outreach workers, one (1) Education/Training Coordinator, one (1) Administrative Assistant, and one (1) part-time data specialist for the Texas Group Home Project.
2. Train staff to perform all activities specified in the Contract prior to a staff member's delivery of services.
3. Document staff training and make available for System Agency review upon request.

4. Note that beginning September 1, 2021, work with System Agency to open twelve (12) houses in the fiscal term of this Contract. Additional houses above the stated twelve (12) may be opened upon written approval by the System Agency.
5. Perform due diligence to ensure current participants occupying an Oxford House are provided a safe, affordable and drug-free location when participants are displaced due to unforeseen events. System Agency approval is not required for these actions, but Grantee will notify System Agency in writing if unable to assist displaced participants.
6. Monitor and manage the funds provided in the Revolving Loan Fund by ensuring that each Recovery Group that has obtained a loan for new start-up costs, repays the loan within the required 24-month guidelines.
7. Facilitate referrals for residence in Recovery Houses and maximize a cooperative approach to services for the target populations by creating and maintaining linkages with:
 - a. System Agency,
 - b. System Agency-funded substance abuse treatment Grantees,
 - c. local recovery support service (RSS) providers,
 - d. local opioid treatment service (OTS) providers,
 - e. local Recovery Oriented Systems of Care (ROSC),
 - f. health care providers, and
 - g. other agencies in Texas
8. Include the availability of a toll-free number for residents of Recovery Houses and individuals interested in the Oxford House concept model.
9. Respond to and address zoning and occupancy issues, in general, and obtain expertise on these issues, as needed, from the Oxford House central office in Silver Springs, Maryland.
10. Ensure all contractual requirements are met by the outreach workers.
11. Attend scheduled meetings with System Agency staff.
12. Provide outreach services, loan processing and funds management services for the System Agency-funded revolving loan fund (Revolving Loan).
13. Establish loans to groups of individuals in recovery (Recovery Groups) who wish to live communally.
14. Utilize funds for start-up costs in establishing recovery houses based on the Grantee's Oxford House concept of care (Recovery Houses).
15. Assist recovering individuals in becoming self-sufficient by learning life skills in a peer-supportive environment.

16. Focus on establishing houses in rural areas rather than urban areas.
17. Conduct outreach efforts in the counties in need of new Recovery Houses.
18. Hold in trust a Revolving Loan Fund consisting of State General Revenue funds (GR) in the amount of One Hundred Thousand Dollars (\$100,000.00) and make loans of up to \$4,000 (four-thousand dollars) to each Recovery Group to establish a Recovery House, repayable to the fund within 24 months. System Agency will no longer contribute to the Revolving Loan Fund. All funds provided through this Statement of Work, including the Revolving Loan Fund, and any funds from the revolving loan fund established under prior Texas Group Home Project Statement of Works between Grantee and System Agency, unused funds, loan repayments and penalties collected and any interest accrued must be returned by Grantee to System Agency in full upon non-renewal, termination, or expiration of this Statement of Work.
19. Submit to System Agency any loan documents or loan management documents, records, and files related to the Revolving Loan Fund upon non-renewal, termination, or expiration of this Statement of Work.
20. Establish, and provide to System Agency upon request, written policies and procedures for new resident move-in stipends utilizing GR funds. Policies and procedures shall include eligibility and criteria for awarding move-in stipends to new residents to include, at a minimum, the following:
 - a. Eligibility and criteria information.
 - b. Stipends shall be handled on a case-by-case basis for System Agency review and approval.
 - c. Stipend shall not be used to pay revolving loan fund.
 - d. Stipend not to exceed \$150 per individual resident.
 - e. Stipend shall only be utilized for the first month of residency.
 - f. Maximum amount of new resident move-in stipend funds shall not exceed \$5,000 (five-thousand dollars) per fiscal year.
21. Utilize operational funds of not more than a total of \$30,000 (thirty-thousand dollars) in any fiscal year (September 1 – August 31) for housing stabilization.
22. Establish and maintain a cost center for tracking expenditures and related activities.
23. Maintain access to GlobalScape EFT at all times during the contract term.
24. Grantee shall submit an incident report within 72-hours of Grantee receipt of notification regarding critical incidents involving overdose, fatality, police activity, violence, injury, and/or property damage to group or neighboring home. Incident reports shall include a description of the incident, witnesses and contact information, person who received the information, and follow-up actions to be taken.

25. Complaint Notification: Grantee shall notify System Agency within 48 hours of all Texas-related complaints received through the national OHI website or 1-800 information line.

A. OUTREACH

Grantee shall:

1. Recruit and select appropriate individuals for consideration in Recovery Groups, from System Agency funded treatment Grantees.
2. Conduct regular operational support to existing housing on regular intervals arranged by Oxford House and more often when house operations are in need as identified by Oxford House administration.
3. Work with System Agency funded treatment Grantees, the recovery community, and other relevant community agencies, including the criminal justice system, to explain the value of the Oxford House system and to obtain referrals for housing in Recovery Houses.
4. Explain to newly recovering individuals that living in a Recovery House provides the time, peer support, and living environment to gain sobriety without recurrence of use.
5. Receive, one-time, training on the System Agency approved 46-hour Texas Peer Recovery Coach Curriculum to obtain Peer Recovery Coach designation, for outreach who have not been trained.
6. Receive, one-time, training on the Substance Abuse and Mental Health Services Administration (SAMHSA) Opioid Overdose Prevention Toolkit.

B. HOUSING

Grantee shall:

1. Locate rental housing suitable for use as a Recovery House.
2. Obtain a federal employer identification number (FEIN) for each new Recovery Group in order to open a checking account prior to submitting the loan application.
3. Negotiate, as necessary with the landlord, on behalf of the Recovery Group regarding the Recovery House.
4. Obtain execution of a legal lease between the landlord and the Recovery Group.
5. Assist the Recovery Group in setting up necessary utilities and obtaining home furnishings for the Recovery House within 10 (ten) calendar days of recovery house opening.
6. Monitor progress of new Recovery Groups as necessary.

7. Obtain any necessary local governmental approvals for zoning and occupancy issues concerning the establishment and location of Recovery Houses.

C. LOAN MANAGEMENT

Grantee shall:

1. Process and evaluate Recovery Group loan applications.
2. Provide a loan repayment book to each Recovery Group.
3. Assign an account number for each loan.
4. Monitor each loan commitment and repayment and, upon request, provide System Agency documentation.
5. Ensure all loan payments are made by the 10th day of each month.
6. Assess and collect a late charge of 20% of the monthly payment amount or \$25.00, whichever is less, on any past due loan payment.
7. Collect any loan payment from Recovery Groups for which checks have been returned unpaid by the banking institution.
8. All funds collected through this contract (late charges, additional fees charged to participants) are considered program income and will be utilized to supplement operational costs
9. Provide technical assistance to Recovery Groups with loan repayment problems.
10. Forward loan payments, late fees, and any other fees related to the loan to the Revolving Loan Fund.
11. Utilize the One Hundred, Fifty Thousand Dollars, (\$150,000.00) from the TTOR (Texas Targeted Opioid Response) Revolving Loan fund for operation costs in fiscal years 2020 through 2023 as applicable.
12. Utilize the Forty-Eight Thousand Dollars, (\$48,000.00) from the SABG (Substance Abuse Prevention and Treatment Block Grant) Revolving Loan fund for operation costs in fiscal years 2020 through 2023 as applicable.
13. Utilize One Hundred Thousand Dollars, (\$100,000.00) from the General Revenue Revolving Loan Fund or operation costs in fiscal years 2020 through 2023 as applicable.
14. Report expenditures of items 11 through 13 to System Agency through monthly FSRs until funds are exhausted.

D. OXFORD HOUSE CHARTER

Grantee shall:

1. Assist new Recovery Groups to complete the Oxford House charter application forms and submit to Oxford House, International (OHI) to get a conditional charter, which is valid up to six (6) months.
2. Help each new Recovery Group fulfill the requirements of the conditional Oxford House charter so that the Recovery Group can be granted a permanent charter.
3. Facilitate the organization of established Oxford House Recovery Groups in Texas into regional Oxford House "chapters" and a state association in order to promote mutual support among Recovery Groups.
4. Provide responses to System Agency recommendations to revoke a Recovery Group's Oxford House Charter as determined by Quality Management protocols.

E. TRAINING/TECHNICAL ASSISTANCE

Grantee shall:

1. Teach residents of a newly established Recovery Group the Oxford House standard system of operations and its value to the recovery of individuals in the Recovery Group.
2. Provide peer-based training to Oxford House chapters and residents on opioid overdose prevention.
3. Provide technical assistance and support to Oxford House chapters and residents on conflict resolution.
4. Train the Recovery Group on the loan repayment plan/guidelines.
5. Teach new Recovery Groups the need for having weekly business meetings and the procedures they need to follow.
6. Provide technical assistance to individuals in new Recovery Groups about rules, democratic operation, and other related areas.
7. Establish and monitor budgets for each Recovery House as necessary.
8. Help each Recovery Group to elect the five (5) essential officers needed to operate each Recovery House and teach each member of the Recovery Group the duties of each office holder.
9. As needed, provide consultation and technical assistance services to Recovery Groups to assure compliance with Oxford House guidelines and standards.
10. Teach Recovery Groups how to make presentations to substance abuse treatment providers to get new recruits for the Recovery Group.

11. Promote expansion within an area to meet the needs of newly recovering individuals and to organize a mutually supportive chapter of Recovery Houses.
12. Encourage attendance by members of Recovery Groups at mutual aid groups such as 12-step meetings and frequent contact between Recovery Groups and OHI services to resolve Recovery House issues.
13. Develop methods of networking within the local recovery community groups and mutual aid meetings, including Alcoholics Anonymous (AA) and Narcotics Anonymous (NA).

III. REPORTING REQUIREMENTS

Grantee shall submit required reports of monitoring activities to System Agency by the applicable due date outlined below. The following reports must be submitted to System Agency to GlobalScape EFT (<https://sftp.hhs.texas.gov/>) or by CMBHS and SITP (Substance Intervention and Treatment Programs, Substance_Use_Disorder@hhs.texas.gov) by the required due date and report name described in Table 1: Submission Requirements:

1. Grantee shall submit all documents listed in the table displayed in this section by the Due Date stated.
2. Grantee shall note that if the due date is on a weekend or holiday, the due date is the following business day.
3. Grantee shall submit monthly invoices in Clinical Management for Behavioral Health Services (CMBHS) by the 15th of the following month.
4. Grantee shall submit annual Contract Closeout documentation, this is required each fiscal year, and a final contract closeout will be due October 15.
5. Grantee shall submit a CMBHS Security Attestation Form, the form shall be submitted electronically on or before September 15th and March 15th to the to the designated folder in GlobalScape EFT.
6. Grantee shall report the performance measures for the previous month's activities in CMBHS by the 15th of the current month.

7. Grantee's duty to submit documents will survive the termination or expiration of this Contract.
8. Grantee shall submit reports in a format approved by System Agency.
9. Grantee shall submit the following monthly reports by the 15th day following the end of the month in GlobalScape:
 - a. Recovery House Resident Status Reports must include, but not be limited to, the following:
 - i. Number of beds in each Recovery House.
 - ii. Number of admissions to each Recovery House.
 - iii. Number of bed vacancies in each Recovery House.
 - iv. Reason why an individual vacated the Recovery House.
 - v. Number of new residents in each house.
 - vi. Number new houses opened per month.
 - vii. Number of houses closed per month, to include location.
 - viii. Description of change in house status such as Men to Women or Women to Men.
 - ix. Track the number of residents referred from System Agency funded treatment providers.
 - x. The report shall collect employment status at departure.
 - xi. The report shall collect information on the resident regarding abstinence at the time of departure.
 - xii. The report shall collect the number of recovery meetings the residents attend weekly.
 - xiii. The report shall collect information on the resident if they were arrested during their stay at an Oxford House.
 - xiv. The report shall track the number of new residents who received move-in stipends.
 - b. Monthly Project Status Reports must include, but not be limited to, the following:
 - i. Status of System Agency funded Recovery Houses.
 - ii. Training and technical assistance provided by the outreach workers.
10. Grantee shall submit no later than the last business day of the month following the end of each quarter of the Statement of Work term the Revolving Loan Reconciliation Report that includes SABG and GR funding.
11. Grantee shall submit an Annual Report no later than ninety (90) calendar days after the close of the contract fiscal year term. Grantee shall submit written reports on activities to System Agency on Grantee's effectiveness and progress made toward fulfilling the requirements of this Statement of Work.
12. Grantee shall submit a Financial Status Report (FSR), quarterly in CMBHS. FSR are due the last business day of the month following the end of each quarter.

13. Grantee shall submit a quarterly General Ledger to support the funding information documented in the FSR. The General Ledger shall only include expenses from this program ID: TGH.

14. Grantee's duty to submit documents survives the termination or expiration of this Statement of Work.

Table 1: Submission Requirements:

Requirement	Document	Due Date	Submission System
Section III. 12	Financial Status Report (FSR)	Quarterly; report includes the previous Quarter information, as follows: Q1 reporting period, due December 31st; Q2 reporting period, due March 31st; Q3 reporting period, due June 30th; Q4 reporting period, due September 30th.	CMBHS
Section III. 17	General Ledger	Quarterly; report includes the previous Quarter information, as follows: Q1 reporting period, due December 31st; Q2 reporting period, due March 31st; Q3 reporting period, due June 30th; Q4 reporting period, due September 30th.	GlobalScape
Section III. 9. a	Recovery House Resident Status Report	15th of the month following the month being reported.	GlobalScape
Section III. 9. b	Project Status Reports	15th of the month following the month being reported.	GlobalScape
Section III. 10	Revolving Loan Reconciliation Report	Quarterly (report includes the previous Quarter information) as follows: Q1 reporting period, due December 31st; Q2 reporting period, due March 31st; Q3 reporting period, due June 30th; Q4 reporting period, due September 30th.	GlobalScape
Section III. 11	Annual Report	90 calendar days after fiscal year term.	GlobalScape

Section VIII. 5	CMBHS Security Attestation Form and List of Authorized Users	September 15th & March 15th	GlobalScape
Section III. 4	Closeout documents	October 15th	GlobalScape

IV. SERVICE AREA

Services or activities shall be provided to participants and/or clients from the following counties:
Statewide

V. PERFORMANCE MEASURES

1. Grantee shall establish twelve (12) Recovery Houses for each the fiscal term of this contract.
2. The average annual occupancy rate in each Recovery House must be at least 80%.
3. Priority for housing admission must be given to individuals who have completed a System Agency funded residential treatment program, as well as individuals continuing participation in outpatient and recovery support services.
4. Recovery housing admissions may include populations with reported history of opioid use disorder (OUD) and opioid use.

VI. SOLICITATION DOCUMENT

Proprietary/Sole Source purchase.

VII. RENEWALS

No renewal terms available for this Contract.

VIII. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

1. 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 that all the CMBHS user accounts are current.
2. Establish and maintain a security policy that ensures adequate system security and protection of confidential information.
3. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.

4. Ensure that access to CMBHS is restricted to only authorized users. Grantee shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data.
5. In addition to CMBHS Helpdesk notification, Grantee shall submit a signed CMBHS Security Attestation Form and a list of Grantee's employees, contracted laborers and subGrantee's authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically on or before September 15th and March 15th to the designated folder in GlobalScape EFT.
 - a. Administrative Note to document any other activities (as needed).
6. Attend System Agency training on CMBHS documentation.