

FY20 ECI Services

TEXAS HEALTH AND HUMAN SERVICES COMMISSION
DALLAS CENTER, INC.
HHSC CONTRACT NO. HHS000191200041

AMENDMENT NO. 03

The Health and Human Services Commission (“**HHSC**” or “**System Agency**”) and Dallas Center, Inc. (“**Grantee**”), who are collectively referred to as the “**Parties**,” to that certain Early Childhood Intervention Services Contract that was effective September 1, 2018 and denominated as HHSC Contract No. HHS000191200041 (the “**Contract**”), as amended, now desire to further amend the Contract.

Whereas, the Parties desire to allocate additional funds, revise the budget categories, and update Statement of Work;

Whereas, the Parties have chosen to exercise their option to extend the term and amend the Contract in accordance with Section IV and Attachment D, Section 9.01, of the Contract.

Now, therefore, the Parties amend and modify the Contract as follows:

1. **Section V, Budget**, of the Contract is amended by adding additional funding for state fiscal year 2020 in the amount of **\$438,233.00** (FY20 Total Budget \$2,095,576.00), which is reallocated as \$2,088,123.00 total budget for ECI services, and \$7,453.00 total budget for Respite services. The total not-to-exceed amount of this Contract is increased to \$3,752,919.00. All expenditures under the Contract must be within the contract period referenced above and in accordance with Attachments B, C, C-02, and C-03.
2. **Attachment A, Section 2.2, Grantee Requirements**, of the Contract is amended to delete and replace as follows:

“2.2 Ensure compliance with all state and federal statutes and regulations, HHSC rules, policies, procedures, and guidelines governing the ECI program, included but not limited to, 40 *Texas Administrative Code* (“**TAC**”) Part 2, Chapter 108 and 1 TAC Part 15, Chapter 392, Subchapter B. The foregoing rules in TAC Titles 1 and 40 as they relate to the ECI program may be further modified, revised, and moved within their existing titles or into TAC Title 26 during the term of the Contract. In the event of such modifications or moves, Grantee shall be required to comply with said rules.”
3. **Attachment A, Section 2.17, Grantee Requirements**, of the Contract is amended to replace the reference 40 TAC §745.651 with 40 TAC §745.661.
4. **Attachment A, Section 2, Grantee Requirements**, of the Contract is amended to add one new sub-section as follows:

2.20 Grantee must complete a fingerprint-based criminal background check on every new hire, or any other person who will be working under the auspices of the Grantee, before the person has direct contact with children or families, including employees who have had a fingerprint-based check as a requirement of their professional licensure. Grantee must complete a

fingerprint-based criminal background check renewal on any employee, or any other person who will be working under the auspices of the Grantee who has direct contact with children or families, at least every 24 months, unless the Grantee uses FBI Rap Back, and gets alerts of any new arrests and convictions. Employees who are covered by the FBI Rap Back service must complete fingerprint-based criminal background checks at least every five years. Employees deemed “unfingerprintable” by the Department of Public Safety or other fingerprinting entity must have a name-based background check completed every 24 months. If at any time a Grantee has reason to suspect an employee has been convicted of a crime specified in 40 TAC Part 2, Chapter 108, Subchapter C, §108.310, they must complete a fingerprint-based criminal background check renewal on the employee in question. When reviewing background checks, the Grantee must comply with the requirements in 40 TAC Part 2, Chapter 108, Subchapter C, §108.310.

5. **Attachment A, Section 4, Eligible Population**, of the Contract is amended to reflect a revised contract number of children from 526 to **577**.
6. **Attachment A, Section 6.3.2, Subpart C, Delivered Services**, of the Contract is amended to reflect a revised performance target number of hours from 2.84 to **2.80**.
7. **Attachment A, Statement of Work**, of the Contract is amended to add one new Section as follows:
 11. **Personnel Supervision**. Grantee must ensure early intervention specialists and service coordinators who are in the process of completing their Individualized Professional Development Plan (“**IPDP**”) receive at least four hours of supervision per month from a qualified supervisor. Supervisors of early intervention specialists must meet the qualifications listed in 40 TAC Part 2, Chapter 108, Subchapter C, §108.313(c), and supervisors of service coordinators must meet the qualifications listed in 40 TAC Part 2, Chapter 108, Subchapter C, §108.315(d).
8. **Attachment C, Budget**, of the Contract is supplemented with **Attachment C-03, Revised FY20 Budget**, which is attached to this Amendment and incorporated and made a part of the Contract for all purposes.
9. This Amendment shall be effective as of the date last signed below.
10. Except as amended and modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
11. Any further revisions to the Contract shall be by written agreement of the Parties.

Signature Page Follows

**Signature Page for Amendment No. 03
HHSC Contract No. HHS000191200041**

**Health and Human Services
Commission**

DocuSigned by:
By: Dee Adams Budgewater
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Name: Dee Adams Budgewater

Title: Deputy Executive Commissioner

Date of Execution: February 27, 2020

Dallas Center, Inc.

DocuSigned by:
By: Barbara West
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Name: Barbara West

Title: Executive Director

Date of Execution: February 19, 2020

The following attachment is attached and incorporated as part of the Contract:

Attachment C-03 Revised FY20 Budget

Attachment C-03

Revised Budget**1. Budget Summary – ECI Services (Revised Fiscal Year 2020)**Contractor Name: Dallas Center, Inc.ECI Term: Sept. 1, 2019 to Aug. 31, 2020

Object Class Categories	ECI Initial Budget (a)	ECI Budget Change Requested (b)	ECI Revised Budget (c)
a. Personnel	\$3,460,674	(\$155,154)	\$3,305,520
b. Fringe Benefits	\$789,653	(\$49,859)	\$739,794
c. Travel	\$200,340	\$49,660	\$250,000
d. Equipment (attach list)	\$0	\$0	\$0
e. Supplies	\$41,500	\$52,000	\$93,500
f. Contractual	\$294,875	\$53,345	\$348,220
g. Other	\$407,126	\$58,218	\$465,344
h. Total Direct Charges	\$5,194,168	\$8,210	\$5,202,378
i. Indirect Charges	\$0	\$0	\$0
j. Total	\$5,194,168	\$8,210	\$5,202,378
k. less: Locally Collected Funds	\$3,542,572	(\$428,317)	\$3,114,255
l. ECI Contract Amount	\$1,651,596	\$436,527	\$2,088,123
Detail on Indirect Charges:			
Rate	0.0000 %	Base	\$ 5,202,378
		Total Indirect Charges	\$ 0
Non-Direct Cost Percentage Budgeted	<u>18.87%</u>		

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