

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
CROCKETT RESOURCE CENTER FOR INDEPENDENT LIVING
(HHSC CONTRACT NO. HHS000202900015)**

AMENDMENT NO. 2

The Health and Human Services Commission (“**HHSC**” or “**System Agency**”) and Crockett Resource Center for Independent Living (“**Grantee**”), who are collectively referred to herein as the “**Parties**,” to that certain Centers for Independent Living Program Contract effective September 1, 2018 and denominated as HHSC Contract No. HHS000202900015 (the “**Contract**”), as amended, now desire to further amend the Contract.

Whereas, the Parties desire to allot additional funds, revise the statement of work, increase the number of counties covered and consumers serviced, and allow for transfers between budget categories with HHSC’s prior written approval; and

Whereas, the Parties have chosen to exercise their option to amend the contract in accordance with Section 9.01 of Attachment C to the Contract.

Now, therefore, the Parties agree to amend the Contract as follows:

1. All references within the Contract to “Contract Period” or “Budget Period” are hereby replaced with “**Fiscal Year**.” The fiscal year means the time period between September 1st and August 31st.
2. **Section V, Payment for Services Provided**, of the Contract is amended by adding funding for Fiscal Year 2020 in the amount of **\$640,994.21**, which is allocated as \$267,561.40 for the Crockett Service Delivery Area and \$373,432.81 for the East Texas Service Delivery Area. The total not-to-exceed amount of this Contract is increased to \$2,843,572.24. All expenditures will be in accordance with Attachments B and H of the Contract, and Attachment H-2 attached to this Amendment.
3. **Attachment A-1, Section 2.3, Grantee Requirements**, of the Contract is deleted in its entirety and replaced with the following:

“2.3 Comply with the HHSC Independent Living Services Standards for Providers that is available online and can currently be accessed at: <https://hhs.texas.gov/laws-regulations/handbooks/ilssp/independent-living-services-standards-providers>.

Grantee is at all times responsible for complying with the HHSC Independent Living Services Standards for Providers, including any revisions to the standards during the Contract term.”

4. **Attachment A, Section 2, Grantee Requirements**, of the Contract is amended to add a new Subsection 2.9 as follows:

“2.9 East Texas Delivery Area Outreach

- 2.9.1. The “**East Texas Delivery Area**” is defined to include the following counties: Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Gregg, Harrison, Hopkins, Hunt, Kaufman, Lamar, Marion, Morris, Rains, Red River, Rusk, Smith, Titus, Upshur, Van Zandt, and Wood.
- 2.9.2. Grantee shall develop a written policy and procedure for prioritizing and providing services to the consumers transferred in the East Texas Delivery Area to Grantee within one month of the transfer.
- 2.9.3. Grantee shall coordinate with HHSC to complete a written outreach plan specific to the new East Texas Delivery Area. The plan shall include, but is not limited to the following:
 - a. Information about the strengths and needs of the new service area;
 - b. A list of community agencies, medical practitioners and other service providers to target for outreach related to educating entities in the new service area about the ILS Program and how to refer individuals for IL services;
 - c. A plan for targeted outreach to ensure that services are provided in all purchased services categories;
 - d. A plan for ensuring comparable benefits and available community resources for the area are utilized when serving ILS consumers; and
 - e. Identify collaboration opportunities with the East Texas Center for Independent Living Core Services Program, Texas Workforce Commission for Older Individuals Who are Blind Program, and the Veterans Administration for the East Texas Coverage Area.”

5. **Attachment A-1, Section 2, Grantee Requirements**, of the Contract is amended to add a new Subsection 2.10 as follows:

“2.10 Subcontracting Opportunities

Grantee must provide HHSC at least 30 days’ written notice of its intent to subcontract any of the services provided under this Contract and receive written approval from HHSC before proceeding with services from a subcontractor.”

6. **Attachment A-1, Section 5, Service Delivery Area(s)**, of the Contract is deleted in its entirety and replaced with the following:

“5. Service Delivery Area(s)

The service area for the ILS program is state-wide, but specific provider counties within the state are individually approved by HHSC. The approved service areas for this Contract are listed online and can currently be accessed at: <https://hhs.texas.gov/services/disability/independent-living-services>. The Parties may agree to expand or reduce the approved service areas by written modification that may not be reflect temporary online. However, this does not affect the Grantee’s obligations toward these services areas until online content is updated.

If a service provider cannot service its designated area, HHSC will take appropriate action to secure services for the service area in question.”

- 7. **Attachment B-1, Section 2.5, Payment for Services**, of the Contract is deleted in its entirety and replaced with the following:

“2.5 Payments to Grantee will be on a monthly or quarterly basis. Grantee shall be paid only for Services and related expenses that are eligible for reimbursement under this Contract in accordance with federal and state laws, and the “Budget Workbook,” incorporated by reference herein when approved by HHSC.

Grantee must obtain HHSC’s prior written approval for any fund transfers among approved budget categories. Fund transfers must be submitted in accordance with the HHSC Independent Living Services Standards for Providers.”

- 8. **Attachment H** of the Contract, **Budget Workbook**, is hereby supplemented with the addition of **Attachment H-2 Revised Budget Workbook**.
- 9. This Amendment shall be effective as of September 1, 2019.
- 10. Except as amended and modified herein, the terms and conditions of the Contract remain in full force and effect.

Health and Human Services Commission

DocuSigned by:
Kelly Garcia
By: _____
76A111A02040457...
Kelly Garcia
Deputy Executive Commissioner for Health, Developmental, and Independence Services

Date of Execution: August 27, 2019

Crockett Resource Center for Independent Living

DocuSigned by:
Sarah Minton
By: _____
06E12763AAD24FC...
Sarah Minton
Executive Director

Date of Execution: August 27, 2019

The following attachments are attached and incorporated as part of the Contract:

Attachment H-2 Revised Budget Workbook

Attachment H-2

Revised Budget Workbook

Contractor:			
CFCIL 00000		Contract No.	HHS000202900015
City:	Beginning Date	Ending Date	
Crockett	9/1/2019	8/31/2020	
Cost Category		Total HHSC Budget	
Salary and Wages	\$	164,124.00	
Fringe Benefits	\$	32,052.31	
Travel	\$	21,500.00	
Equipment (Capitalized)	\$	-	
Supplies and Materials	\$	10,000.00	
Other Costs	\$	7,089.00	
Total Administrative Cost	\$	234,765.31	
Purchased Services		\$	365,366.70
Indirect Cost (if applicable)		17%	\$ 40,862.20
Grand Total		\$	640,994.21

Submission:

 Signature / Title of Authorized Official	7/2/19 Date
----------------------------------------------------------------------------------------------------------------------------------	----------------

Approval:

 HHSC ILS Program Specialist

 Date

(Attachment H-2 Continues on Next Page)

BUDGET JUSTIFICATION - Personnel - Salaries					
Contractor					
CRCIL					
VERY IMPORTANT				Include All CIL Activity	
#NAME?	from all Funders				
A	B	C	D	E	F
Position or Title	Number of Staff for Position	Average Monthly Salary	Percent of Time Spent on IL Program	Number of Months Employed	Total Cost
Executive Director	1			12	IC
CFO/IL Director	1			12	IC
Independent Living Spec. II	1	4,041	100%	12	48,500.00
Independent Living Spec/Trainer	1	3,208	25%	12	9,624.00
IL Administrative Assistant	1	3,208	100%	12	38,500.00
Independent Living Spec II	1	4,041	100%	12	48,500.00
IL Administrative Assistant/PT	1	1,583	50%	12	19,000.00
				12	-
				12	-
				12	-
				12	-
				12	-
				12	-
				12	-
				12	-
				12	-
				12	-
				12	-
				12	-
				12	-
				12	-
				12	-
				12	-
				12	-
				12	-
				12	-
				12	-
				12	-
TOTALS		FTEs	3.75	Salaries	164,124.00

(Attachment H-2 Continues on Next Page)

BUDGET JUSTIFICATION - Personnel - Fringe Benefits (Employer's Share)

Contractor	
CRCIL	

Fringe Benefits Based on Salaries Paid	Total
FICA auto calculated at 0.0765)	\$ 12,555.49
Workers Comp	\$ 496.82
Medical & Life Insurance for 3 staff @ \$6000 per year and one staff @ 1000 per year	\$ 19,000.00
Medical insurance is based on a best estimate. Our policies are based on age of the insured. Our rates for staff at this time run from \$300 monthly to \$950.00.	
Executive Director	IC
CFO/IL Director	IC
Total Fringe Benefits	\$ 32,052.31

(Attachment H-2 Continues on Next Page)

BUDGET JUSTIFICATION - Personnel - Travel***		
Contractor	CRCL	

List		
Type of Expenses	Purpose (Destination and Benefits to the Program)	Total
Local mileage	Mileage to drive to meet consumers to conduct assessments, 5 employees estimate 36697 miles at .545 cents per mile	\$ 20,000.00
Staff Travel	Hotel, per diem and mileage for 5 staff to attend trainings Executive Director, CFO/IL Director	\$ 1,500.00 IC
Total Travel		\$ 21,500.00

*** Authorization for out-of-state travel must be obtained in writing, if reimbursed by HHSC

(Attachment H-2 Continues on Next Page)

BUDGET JUSTIFICATION - Supplies and Materials (life expectancy less than one year)		
Contractor		
CRCL		
Description and Basis for Cost	Total	
Office supplies, pens, paper, ink and toner, folders, labels, office furniture, stamps, software, computers, brochures, other supplies necessary to perform job du responsibilities for 5 staff	\$10,000.00	
CONTROLLED ASSETS		
Total Consumable Supplies	\$10,000.00	

(Attachment H-2 Continues on Next Page)

BUDGET JUSTIFICATION - Purchased Services		
<small>Contractor</small>		
CRCIL		
Description and Basis for Cost		Total
Purchased Complex Rehabilitation Technology*	\$	219,220.02
For Complex Rehabilitation Technology Budget, the percentage of the total spent in each category may not exceed:		
Hearing Aids	25%	\$ 54,805.01
Home Mods	10%	\$ 21,922.00
Power Wheelchairs/Scooters	18%	\$ 39,459.60
Prosthetics	15%	\$ 32,883.00
Vehicle Mods	32%	\$ 70,150.41
Total High Dollar/Complex	100%	\$ 219,220.02
Purchased Service Amount for Other Services	\$	146,146.68
Total	\$	365,366.70

(Attachment H-2 Continues on Next Page)

BUDGET JUSTIFICATION - Other Costs	
Contractor CRCIL	
Description and Basis for Cost	Total
Office Rent	\$ 3,389.00
office space for 2 staff at CRCIL at .54 cents per sq. foot and 3 staff at PRCIL at .54 sq. foot	
Telephone	\$ 2,500.00
Conference fees	\$ 200.00
Insurance-center liability	\$ 1,000.00
Professional Services-Audit	IC
Total Other Costs	\$ 7,089.00

(Reminder of Page Intentionally Left Blank)