

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000322300001
AMENDMENT NO. 1**

The Department of State Health Services ("**DSHS**") and Harris County Hospital District D/B/A Harris Health System, a Political Subdivision of the State of Texas ("**Grantee**"), each a "**Party**" and collectively the "**Parties**," to that certain grant contract effective January 1, 2019 and denominated DSHS Contract No. HHS000322300001 (the "**Contract**"), now desire to amend the Contract.

Whereas, the Parties want to extend the term of the Contract to allow for successful completion of the project;

Whereas, the Parties want to increase the not-to-exceed amount of the Contract; and

Whereas, the Parties want to revise the Statement of Work and the Budget.

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

1. **Article III** of the Signature Document, **Duration**, is hereby amended to reflect a revised termination date of December 31, 2020.
2. **Article IV** of the Signature Document, **Budget**, is hereby amended to add **\$345,000.00** for the period beginning January 1, 2020, through December 31, 2020 (the "2020 Contract year"). The total not-to-exceed amount of the Contract is increased to **\$818,533.00**. Expenditures for the 2020 Contract year shall be in accordance with **Attachment B-1, 2020 Budget**, which is attached to this Amendment and incorporated herein.
3. **Attachment A** of the Contract, **Statement of Work**, is hereby amended and restated with **Attachment A, Statement of Work – Amended and Restated 11/19**.
4. This Amendment shall be effective as of January 1, 2020.
5. Except as amended and modified by this Amendment, all terms and conditions of the Contract 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. 1
DSHS CONTRACT NO. HHS000322300001**

DEPARTMENT OF STATE HEALTH SERVICES GRANTEE

DocuSigned by:
John Hellerstedt
DCCAF19282814D1...

John Hellerstedt

Commissioner

Date of Signature: December 12, 2019

DocuSigned by:
George Masi
C51A1557D6034BC...

George Masi

President and CEO

Date of Signature: December 12, 2019

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000322300001 ARE
HEREBY INCORPORATED BY REFERENCE:**

**ATTACHMENT A - STATEMENT OF WORK – AMENDED AND RESTATED 11/19
ATTACHMENT B-1 - 2020 BUDGET**

ATTACHMENT A
STATEMENT OF WORK – AMENDED AND RESTATED 11/19

The Texas Department of State Health Services’ (“**DSHS**”) Tuberculosis (“**TB**”)/Human Immunodeficiency Virus (“**HIV**”)/Sexually Transmitted Disease (“**STD**”) Section is issuing funding to enhance Perinatal HIV Prevention, particularly in the Houston Area. These services will be designed to reduce the burden of HIV in women of child-bearing-age and their offspring. Services under this award will be structured to support the following activities:

- Training and technical assistance related to Routine HIV Testing of Pregnant Women (“**RTPW**”);
- Administrative support for the Houston Perinatal Task Force, the Houston Fetal Infant Mortality Review for Congenital Syphilis and HIV, and the Texas Perinatal HIV Prevention Coalition; and
- Recruitment and support for the Centering Parenting project.

All activities conducted under this Program Attachment shall support the goals and objectives of the National HIV/AIDS Strategy for the United States (updated through 2020); the Texas HIV Plan; The Centers for Disease Control and Prevention’s (“**CDCs**”) National Center for HIV/AIDS, Viral Hepatitis, STD, and TB Prevention’s Strategic Plan Through 2020; State of Texas 2018 State Plan for Hepatitis C; and CDCs STD Program Operations Guidelines.

I. GRANTEE RESPONSIBILITIES

For all activities under this contract, Grantee will:

- A.** Conduct activities in accordance with this Program Attachment to ensure activities are provided to appropriate priority populations as directed by DSHS;
- B.** Comply with all *applicable* state and federal policies, standards and guidelines, including, but not limited to:
 1. DSHS HIV, STD, and Hepatitis C Virus (“**HCV**”) Program Operating Procedures and Standards (POPS) as appropriate, including any revision, located at: <https://dshs.texas.gov/hivstd/pops/>;
 2. DSHS TB/HIV/STD Confidential Information Security policy, TB/HIV/STD Breach of Confidentiality Response Policy and Breach Report Form/Breach Report Instruction at: <https://www.dshs.texas.gov/hivstd/policy/security.shtm>;
 3. DSHS HIV Testing Policy 2013.02 located at: <https://www.dshs.texas.gov/hivstd/policy/policies/2013-02.shtm>;
 4. DSHS HIV and STD Program Policy Reporting Suspected Abuse and Neglect of Children located at: <http://www.dshs.texas.gov/hivstd/policy/policies/530-001.shtm>;
 5. DSHS HIV and STD Program Operation Procedures and Standards, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm>;
 6. DSHS Standards for Public Health and Community Clinics, located at <http://www.dshs.state.tx.us/qmb/dshsstndrds4clincisrvs.pdf>;

7. CDC and the United States Department of Health and Human Services' HIV Prevention Case Management Guidance, as revised, located at http://www.cdc.gov/hiv/topics/prev_prog/CRCs/resources/PCMG/pdf/hivpcmg.pdf; and
 8. Any additional relevant letters or memos with additional directions and policies issued by DSHS.
- C.** Comply with all applicable federal and state regulations and statutes including, but not limited to:
1. Texas Health and Safety Codes:
 - a. §81 - Communicable Diseases;
 - b. §85 - Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus Infection (paying attention to §85.085 - Physician Supervision of Medical Care, to ensure a licensed physician supervises any medical care or procedures provided as part of the testing activities conducted under this Program Attachment); and
 - c. §94 - State Plan for Hepatitis C; Education and Prevention Program.
 2. Texas Administrative Code (“TAC”) Title 25, Chapters 97 (Subchapter A, F) and 98.
- D.** All documents named in items B and C above are hereby incorporated by reference and made a part of this Program Attachment. Grantee must receive advance written approval from DSHS before varying from any of these requirements and must update its implementation documentation within one (1) week of making approved changes so that staff working on activities under this program attachment know of the change(s);
- E.** Perform all activities in accordance with DSHS Program’s Federal Grant for HIV Prevention awarded by the Centers for Disease Control and Prevention and the Grantee’s detailed budget as approved by DSHS;
- F.** Develop and provide information and education materials that are accurate, comprehensive, and consistent with current findings of the United States Public Health Service;
- G.** Submit literature/materials to be used in activities funded by DSHS including pamphlets, flyers, videos, scripts for advertisements, etc., for advance review and approval by either the DSHS Program Materials Review Panel or a locally constituted review panel that meets DSHS requirements located at: <https://www.dshs.texas.gov/hivstd/info/pmrp.shtm>;
- H.** Ensure staff and volunteers (if applicable) are appropriately and adequately trained to provide relevant services. Require staff to attend training, conferences, and meetings as directed and/or approved by DSHS Program;
- I.** Agree to read and follow the DSHS Grant Technical Assistance Guide (“GTAG”) and work with DSHS staff to develop Technical Assistance plans for activities under this contract. The GTAG is located at: <http://www.dshs.texas.gov/contracts/gtag.aspx?terms=GTAG>;
- J.** Deliver all services in a culturally competent and sensitive manner, taking low health literacy into account, using the National Standards for Culturally and Linguistically Appropriate Services (“CLAS”) in Health and Health Care. Grantee must implement

strategies to ensure that the program is culturally, linguistically and educationally appropriate to meet the needs of the priority population(s), and ensure that program staff have strong socio-cultural identification with the priority populations(s); and

- K. Perform other activities as may be reasonably requested by DSHS to meet the goals of this grant award.

II. GRANTEE ACTIVITIES

By December 31, 2020, the Grantee will:

- A. Provide training, technical assistance, and skills development assessment work regarding RTPW to aid in preventing the perinatal transmission of Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS). To accomplish this requirement the Grantee will:
 - 1. Provide training on the current science/technology of RTPW, consistent with current state and federal laws (including, but not limited to, amended versions of Texas Health & Safety Code Chapter 33);
 - 2. Provide technical assistance to at least 10 medical providers/locations on the development of model RTPW policies and procedures. Technical assistance includes, but is not limited to, issuance of technical bulletins, provision of telephone consultations, and availability for in-person visits;
 - 3. Evaluate the RTPW policies and procedures developed by the medical providers/locations. If procedures are insufficient, Grantee shall suggest that either changes be made or that current DSHS approved protocols be adopted. This evaluation must include, but is not limited to:
 - a. What staff will be responsible for implementing routine testing;
 - b. Where will routine testing be implemented (e.g., in the lab or at bedside);
 - c. How staff will implement routine testing (including, but not limited to, a reasonable and tailored work flow, declination of testing, confidentiality and security guidelines [may be the facility's general policy], documentation of testing and results in patient records, guidelines for disease reporting to appropriate state entities);
 - d. How linkage to HIV medical care will occur and what will be considered "successful linkage to medical care" for pregnant women living with HIV; and
 - e. Anticipated timelines for implementation.
 - 4. Evaluate the effectiveness of the implementation of the recommendations in item #3 above. This evaluation must be conducted within 30 days of the implementation of the recommendations;
 - 5. Provide ongoing technical assistance to the medical providers/locations in the implementation of RTPW;
 - 6. Perform monthly skill development assessments of staff at the all medical providers/locations referenced above to evaluate medical providers/locations staffs'

understanding of the training subject matter and to assess their implementation of RTPW.

- B.** Provide administrative support for the Houston Perinatal Task Force, the Houston Fetal Infant Mortality Review for Congenital Syphilis and HIV (“**FIMRSH**”), and the Texas Perinatal HIV Prevention Coalition by conducting the following activities:
1. Support the Houston Perinatal Task Force, Houston FIMRSH, and Texas Perinatal HIV Prevention Coalition meetings and the implementation of the FIMRSH model through case review compilation including data abstraction from medical charts and other needed items;
 2. Consult with DSHS staff to confirm an appropriate level of due diligence has been met for obtaining FIMRSH maternal interview;
 3. Compile and maintain the FIMRSH orientation guide, case review portfolio, and participant list;
 4. Recruit appropriate members to, schedule, and facilitate 4 Task Force meetings and at a minimum 4 FIMRSH meetings comprised of Case Review and Community Action activities;
 - a. Submit to DSHS all Continuing Education (“**CE**”) Non-Disclosure documents annually, in accordance with the DSHS CE Services policy.
 - b. Review a minimum of 4 perinatal HIV exposures or transmissions from within the project area per year (cases identified in partnership with DSHS);
 - c. Review a minimum of 10 congenital syphilis (“**CS**”) cases from within the project area per year (CS cases identified in partnership with DSHS and/or the City of Houston Health Department);
 - d. 75% of HIV cases presented at FIMRSH must be reviewed within 24 months of the date of delivery of the infant;
 - e. 80% of CS cases presented at FIMRSH must be reviewed within 90 days of the initial report made to the local or regional health authority; and
 - f. Develop and submit to DSHS bi-annually a list of identified best practices, barriers to care, and proposed action steps to be addressed for each CS and Perinatal HIV case reviewed.
 5. Support the perinatal planning/advisory group (i.e. the “extended” Core Team) through the recruitment of appropriate members from the community (e.g., hospital district staff, appropriate DSHS staff) and organize and facilitate of coordination calls; and
 6. Support DSHS staff with work related to the continued development of the Texas Perinatal HIV Prevention Coalition.
- C.** Participate with the “Centering Parenting Project” to broaden the number of mothers who participate in Centering Parenting group sessions and increase the frequency of Centering Parenting sessions through:
1. Assistance with enrollment of mother-baby pairs;

2. Support of participants in attending sessions and completing infant testing for HIV exposure; and
3. Help to increase participant satisfaction with Centering Parenting program.

III. DATA MANAGEMENT AND REPORTING

The Grantee will:

- A. Submit data and reports on all program activities using systems, formats and submission deadlines specified by DSHS. DSHS may change the program reporting requirements or formats during the project period based on program evaluation or reporting needs;
- B. Submit required Interim and Annual Progress Reports in a format approved by DSHS by the deadlines outlined in Item C below that include a cumulative data summary of its compliance with the performance measures for the appropriate activities (detailed in Attachment A: Performance Measures), and a detailed response to all items required in the report; and
- C. Submit reports and related data in the manner and format specified by DSHS to the DSHS electronic mailbox (hivstdreport.tech@dshs.state.tx.us). Reports are due by July 31, 2020 and January 31, 2021.

IV. QUALITY ASSURANCE ACTIVITIES

The Grantee will:

- A. Ensure that performance of activities under this Program Attachment are of a high quality and consistent with all the requirements of this contract to meet DSHS' high performance expectations;
- B. Maintain expertise in any project content, protocols and methods and provide technical assistance to staff as needed;
- C. Implement and maintain an orientation plan for new staff (i.e., new hires involved in activities funded under this Program Attachment), which will be reviewed by DSHS staff during monitoring visits. The plan shall be consistent with all the terms of this Program Attachment and the current Inter-Local Agreement for HIV Perinatal Transmission Prevention Activities in East Texas (which will be provided to Grantee by the effective date of this Contract);
- D. Ensure the delivery of training, technical assistance and other services under this contract are consistent and delivered in accordance with established requirements and standards (as outlined in Sections I and II above); and
- E. Ensure trainers under this contract have the qualifications and advanced training as indicated in the current Inter-Local Agreement for HIV Perinatal Transmission Prevention Activities in East Texas.

V. PROGRAM MONITORING

The Grantee will:

- A. Provide to the DSHS Program Consultant and appropriate Contract Management Section staff the names of the contact person(s) responsible for programmatic concerns and all communications regarding this program, the contact person for fiscal issues and the names of the contact persons for each of the sub-grantees/vendors (if applicable);
- B. Cooperate with the Department’s policies for addressing all concerns or problems identified during the award period; and
- C. Cooperate with the direct monitoring by DSHS. Monitoring will be conducted via site visits using DSHS monitoring tools and may be announced or unannounced. This monitoring may consist of the review of records (including client records) and reports, interviews of staff, required forms, educational materials and other materials pertaining to this project, including testing documents (if applicable).

If Grantee performance is deficient, DSHS will notify the Grantee in writing. The Program Consultant will work with the Grantee to identify the corrective action required by the Grantee to address the deficiency. The Program Consultant will deliver or coordinate the delivery of additional technical assistance to support the Grantee in taking the corrective action. If the corrective action is successful in resolving the problem DSHS will notify the Grantee in writing that resolution has been achieved. If the corrective action is unsuccessful in resolving the problem DSHS has all the following options:

- A. Revise deliverables (e.g., requiring Grantee to report with increased frequency);
- B. Require the Grantee to provide a revised staffing plan that demonstrably supports the realization of program requirements;
- C. Progressively reduce the total award in response to repeated failures to comply with requirements;
- D. Suspend payment on the contract pending correction of the deficiency by the Grantee; or
- E. Terminate the award.

VI. PERFORMANCE MEASURES

A. Training, Technical Assistance, and Skills Development for Routine HIV Testing of Pregnant Women (RTPW)

Performance Standards	
STANDARD A	Grantee will conduct at least 90% of the total projected number of technical assistance to appropriate recipients.
STANDARD B	Grantee will ensure that at least 90% of evaluations for RTPW policies and procedures are conducted
Projected Numbers to Be Served	
Minimum number of medical providers/locations who will receive technical assistance about RTPW.	10

Minimum number of evaluations of RTPW policies and procedures developed by the above medical providers/locations.	10
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B. Administrative Support for the Houston Perinatal Task Force, the Houston Fetal Infant Mortality Review for Congenital Syphilis and HIV (FIMRSH), and the Texas Perinatal HIV Prevention Coalition

Performance Standards	
STANDARD A	Grantee will conduct 100% of the total projected number of activities to support the Houston Perinatal Task Force and the Houston FIMRSH.
Projected Numbers to Be Served	
Recruit appropriate members to, schedule, and facilitate Task Force meetings.	4
Recruit appropriate members to, schedule, and facilitate FIMRSH meetings comprised of Case Review and Community Action activities.	4
Review perinatal HIV exposures or transmissions from within the project area per year (cases identified in partnership with DSHS).	4
Review congenital syphilis (CS) cases from within the project area per year (CS cases identified in partnership with DSHS and/or the City of Houston Health Department).	10
HIV cases presented at FIMRSH reviewed within 24 months of the date of delivery of the infant.	3
CS cases presented at FIMRSH reviewed within 90 days of the initial report made to the local or regional health authority.	8

VII. FUNDS MANAGEMENT, INVOICING, AND PAYMENTS

Grantee will:

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.texas.gov/grants/forms.shtm>. Vouchers and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below;

Department of State Health Services
 Claims Processing Unit, MC 1940
 1100 West 49th Street
 P.O. Box 149347

Austin, TX 78714-9347

FAX: (512) 458-7442

E-Mail: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

- B.** Be paid on a cost reimbursement basis and in accordance with the budget of this contract;
- C.** Conduct periodic examinations of utilization and expenditure data;
- D.** Not use funds to make payments directly to clients OR use funds to purchase or majorly improve any building or other facility; and
- E.** Bill according to the activities and amounts defined in the Allocation by Code document located at: <http://www.dshs.texas.gov/hivstd/funding/default.shtm>.

If expenditures are below that projected in Grantee's total contract amount as approved for this Program Attachment, Grantee's budget may be subject to a decrease for the remainder of the Program Attachment term. Vacant positions existing after 90 days may result in a decrease in funds.

DSHS Program will monitor Grantee's expenditures on a quarterly basis.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall.

ATTACHMENT B-1
2020 BUDGET
Contract No. HHS000437300001

PERSONNEL	\$4,959.00.00
FRINGE BENEFITS	\$893.00.00
TRAVEL	\$6,000.00
EQUIPMENT	\$0.00
SUPPLIES	\$1,886.00
CONTRACTUAL	\$331,262.00
OTHER	\$0.00
TOTAL DIRECT CHARGES	\$345,000.00
INDIRECT CHARGES	\$0.00
TOTAL	\$345,000.00