

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000751000001
AMENDMENT NO. 1**

The Department of State Health Services ("**DSHS**" or "**System Agency**") and **THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY SCHOOL OF MEDICINE** ("**Grantee**") each a "**Party**" and collectively the "**Parties**" to DSHS Contract No. HHS000751000001 (the "**Contract**"), effective April 17, 2020, 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. **Section III** of the Signature Document, **Duration**, is hereby amended to reflect a revised termination date of December 31, 2021.
2. **Section IV** of the Signature Document, **Budget**, is hereby amended to add **\$149,997.00** for the period beginning January 1, 2021, through December 31, 2021. The total not-to-exceed amount of the Contract is increased to **\$299,994.00**. Expenditures for the 2021 Contract year shall be in accordance with **Attachment B-1, 2021 Budget**, which is attached to this Amendment and incorporated herein.
3. **Attachment A** of the Contract, **Statement of Work**, is hereby amended and replaced in its entirety with **Attachment A-1, Revised Statement of Work**.
4. This Amendment shall be effective as of January 1, 2021.
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
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000751000001**

DEPARTMENT OF STATE HEALTH SERVICES

GRANTEE


DocuSigned by:

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Name: Lara Lamprecht

Title: Assistant Deputy Commissioner

Date of Execution: September 22, 2020

DocuSigned by:

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Name: John H. Krouse

Title: EVP Health Affairs

Date of Execution: September 22, 2020

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000751000001
ARE HEREBY INCORPORATED BY REFERENCE:**

**ATTACHMENT A-1 REVISED STATEMENT OF WORK
ATTACHMENT B-1 2021 BUDGET**

ATTACHMENTS FOLLOW

ATTACHMENT A-1
REVISED STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES:

For all activities under this Contract, Grantee will:

- A.** Designate, from its staff, a Local Responsible Party (LRP) who has the overall responsibility to ensure the security of confidential information maintained by the Grantee as part of the activities under this Contract.
- B.** Comply with all applicable federal and state policies, standards, and guidelines (as revised). The following documents are incorporated herein by reference and made part of this Contract:
1. DSHS HIV, STD, and 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. CDC STD Program Operations Guidelines, located at: <http://www.cdc.gov/std/program/gl-2001.htm>;
 4. CDC STD Treatment and Screening Guidelines, located at: <http://www.cdc.gov/std/treatment/>;
 5. DSHS Standards for Public Health and Community Clinics, located at <http://www.dshs.state.tx.us/qmb/dshsstndrds4clinicservs.pdf>;
 6. 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>; and
 7. 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. §81 - Communicable Diseases;
 2. §85 - Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus Infection
 - i. (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);
 3. §94 State Plan for Hepatitis C; Education and Prevention Program;
 4. §98 Reporting of Health care-associated infections and preventable adverse events (relating to the reporting of Sexually Transmitted Diseases including Human Immunodeficiency Virus);
 5. §97 of Title 25 Texas Administrative Code (TAC), (relating to the reporting of Sexually Transmitted Diseases including Human Immunodeficiency Virus);

- 6. Misuse of Funds and Performance Malfeasance which states:**
- i.** Report to the Contract Manager assigned to the Contract, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules, policies, and procedures related to performance under this Contract,
 - ii.** Make such report no later than three (3) working days from the date the Grantee has knowledge or reason to believe such activity has taken place. Additionally, if this Contract is federally funded by the Department of Health and Human Services (HHS),
 - iii.** Report any credible evidence that a principal, employee, subGrantee or agent of Grantee, or any other person, has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds,
 - iv.** Make this report to the SAO at <http://sao.fraud.texas.gov>, and to the HHS Office of Inspector General at <http://www.oig.hhs.gov/fraud/hotline/> no later than three (3) working days from the date the Grantee has knowledge or reason to believe such activity has taken place.

- D.** All documents named in items B and C above are hereby incorporated by reference and made a part of this Contract. 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 STD 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/pmmp.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).
- K.** Perform other activities as may be reasonably requested by DSHS to meet the goals of this grant award.

II. GRANTEE ACTIVITIES

The Grantee will:

- A.** Perform the following core activities:
 - 1.** Community and Individual Behavior Change Interventions;
 - 2.** Medical and Laboratory Services;
 - 3.** Training and Professional Development.
- B.** Maintain written program procedures covering these core activities. All procedures shall be consistent with the requirements of this Contract.
- C.** Conduct programs, as described herein, to control and prevent the spread of Sexually Transmitted Diseases (STDs), specifically syphilis, among pregnant persons or persons of childbearing capacity who reside in the Rio Grande Valley.
- D.** Perform the activities required under this Contract in the Service Area designated in this Contract. Service area will include the following: Hidalgo and surrounding counties.
- E.** Maintain appropriate relationships with entities in the area that provide key points of access to the health care system for pregnant persons diagnosed with syphilis, so that appropriate referrals can be made into the care system. These entities include, but are not limited to:
 - 1.** Emergency departments and/or urgent care facilities;
 - 2.** Substance use/abuse treatment programs and/or drug detoxification centers;
 - 3.** Adult and juvenile detention facilities;
 - 4.** Mental health and wellness programs;
 - 5.** Shelters and health centers servicing the homeless;
 - 6.** Shelters servicing women and children;
 - 7.** Migrant health centers;
 - 8.** Community health centers;
 - 9.** Family planning grantees;
 - 10.** Federally qualified health centers;
 - 11.** Student health centers;
 - 12.** Non-profit and/or private entities that are accessed or available to persons who are pregnant/may become pregnant or have diagnosed an individual for syphilis;

13. STD clinics/programs;
14. DSHS STD Prevention Grantees; and
15. Other venues where HIV or syphilis may be diagnosed.

- F. Establish standard operating policies and procedures for linking clients to primary care providers and auxiliary services to ensure follow-up for non-syphilis related issues.
1. Written policies, procedures, or protocols, standards, and guidelines must be based on the latest medical knowledge regarding the care and treatment of syphilis and congenital syphilis, consistent with the law and policies referenced herein, or as revised.
- G. Provide equitable access to all people diagnosed with syphilis needing services and/or care within Grantee's designated Service Area. Grantee shall not set up eligibility criteria that favor specific demographics over one another. Grantee will make reasonable efforts to provide office hours and service locations that are accessible to as many clients as possible.

III. GRANTEE OBJECTIVES:

- A. Increase provider knowledge of evidence-based practices for screening and treatment for syphilis in pregnant persons:
1. Identify potential community partners to help disseminate information for provider education activities (e.g. safety-net clinics);
 2. Maintain training rosters of providers and Community Health Workers (CHWs);
 3. Develop training materials with current testing and treatment guidelines;
 4. Increase community capacity to enhance awareness regarding syphilis screening and treatment; and
 5. Conduct provider education via Grand Rounds, CHW trainings, and online educational sessions via the UTRGV Center for Online Learning and Teaching technology.
- B. Increase the proportion of pregnant persons and their partners (as needed) who are tested and treated for syphilis during pregnancy:
1. Identify community partners who provide and support STD testing and treatment in the within Grantee's designated Service Area;
 - i. Increase community awareness of STD symptoms, screening, and locations where testing and treatment are available;
 - ii. Collaborate with organizations to disseminate information regarding best practices for STD testing, notification(s), and follow-up in priority populations; and
 2. Analyze and assess the syphilis testing and treatment practices of local healthcare providers;

- i.** Follow-up with organizations to disseminate information regarding best practices for STD testing, treatment, partner notification(s), and routine follow-up in priority populations;
- ii.** Increase the community capacity among providers to follow Texas Health and Safety Codes, specifically regarding syphilis, during pregnancy; and
- iii.** Improve awareness and communication of the reporting requirements of syphilis diagnoses to the local health authority.

C. Increase the proportion of pregnant persons who receive early and adequate prenatal care working in conjunction with the Healthy Families Program:

- 1.** Increase the capacity of the UTRGV healthcare system to identify persons in need of prenatal care services;
- 2.** Strengthen cross-agency referral system for routine care, STD testing, treatment, and auxiliary services; and
- 3.** Implement EMR system that prompts in-network practitioners to follow syphilis testing and treatment guidelines.

IV. DATA MANAGEMENT AND REPORTING

The Grantee will:

- A.** Collect and establish a baseline of Grantee objectives for the appropriate activities (detailed in Attachment A: Grantee Objectives).
- B.** Submit data and report(s) 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;
- C.** 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 Grantee objectives for the appropriate activities (detailed in Attachment A: Grantee Objectives), and a detailed response to all items required in the report; and
- D.** Submit reports and related data in the manner and format specified by DSHS. Reports are due to DSHS due by July 16, 2021 and January 14, 2022.

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 subGrantees/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).
- D. 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:
 - 1. Revise deliverables (e.g., requiring Grantee to report with increased frequency);
 - 2. Require the Grantee to provide a revised staffing plan that demonstrably supports the realization of program requirements;
 - 3. Progressively reduce the total award in response to repeated failures to comply with requirements;
 - 4. Suspend payment on the Contract pending correction of the deficiency by the Grantee; or
 - 5. Terminate the award.

VI. 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. Agree to read DSHS Grantee Procedures Manual (CPM) and work with DSHS staff regarding the management of funds received under this Contract located at: <http://www.dshs.texas.gov/contracts/cfpm.shtm>;
- E. Not use funds to make payments directly to clients OR use funds to purchase or majorly improve any building or other facility; and
- F. 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 ninety (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
2021 BUDGET
Contract No. HHS000751000001

2021 CATEGORICAL BUDGET	
PERSONNEL	\$91,040.00
FRINGE BENEFITS	\$27,312.00
TRAVEL	\$4,200.00
EQUIPMENT	\$0.00
SUPPLIES	\$2,000.00
CONTRACTUAL	\$0.00
OTHER	\$25,445.00
TOTAL DIRECT CHARGES	\$149,997.00
INDIRECT CHARGES	\$0.00
TOTAL	\$149,997.00