

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0009-00001
AMENDMENT NO. 01**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**System Agency**” or “**DSHS**”) and **BRAZOS VALLEY COUNCIL OF GOVERNMENTS** (“**Grantee**”) parties to that certain Human Immunodeficiency Virus (“**HIV**”) State Services contract effective September 1, 2017, and denominated DSHS Contract No. 537-18-0009-00001 (“**Contract**”), now desire to amend the Contract.

WHEREAS, the Parties wish to amend the Contract to correct an administrative error;

WHEREAS, System Agency has elected to extend the term of the Contract to allow for successful completion of the project in accordance with Section III, Duration of the Signature Document;

WHEREAS, this Amendment will necessitate the payment of additional funds;

WHEREAS, the Parties wish to revise the Statement of Work; and

WHEREAS, the Parties wish to add to the Special Conditions.

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

1. **SECTION II, DURATION**, of the Signature Document is hereby amended to correct the administrative error of identifying two sections as Section II. The numbering is corrected by renumbering the Duration section to Section III and consecutively changing each section number thereafter.
2. **SECTION III, DURATION**, of the Signature Document is hereby amended to reflect a termination date of August 31, 2019.
3. **SECTION IV, BUDGET**, of the Signature Document is hereby amended to increase the total amount of the Contract to **FIVE MILLION SIX HUNDRED EIGHTY-FOUR THOUSAND TWO HUNDRED SIXTY-THREE DOLLARS (\$5,684,263.00)**. The total payment to Contractor for the period from September 1, 2018, through August 31, 2019, (hereinafter referred to as “**Fiscal Year 2019**” or “**FY 2019**”) will not exceed **TWO MILLION EIGHT HUNDRED TWELVE THOUSAND SIX HUNDRED TWENTY-NINE DOLLARS (\$2,812,629.00)** and shall be made in accordance with **ATTACHMENT B-1**.
4. **ATTACHMENT B, BUDGET SUMMARY**, is hereby deleted in its entirety and replaced with **ATTACHMENT B-1, REVISED BUDGET SUMMARY**, which is attached hereto and incorporated into the Contract as if fully set forth therein.

5. **ATTACHMENT A, STATEMENT OF WORK**, is hereby deleted in its entirety and replaced with **ATTACHMENT A-1, REVISED STATEMENT OF WORK**, which is attached hereto and incorporated into the Contract as if fully set forth therein.
6. **ATTACHMENT D, SUPPLEMENTAL AND SPECIAL CONDITIONS**, is hereby amended to add the following new Section 1.11 under the Special Conditions:

SECTION 1.11 GRANTEE'S CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS.

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

- a) Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookahs), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
- b) Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee-owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
- c) Applying to all employees and visitors in this designated area; and
- d) Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.


7. This Amendment No. 01 shall be effective as of September 1, 2018.
8. Except as amended and modified by this Amendment No. 01, all terms and conditions of the Contract shall remain in full force and effect.
9. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 01
DSHS CONTRACT NO. 537-18-0009-00001**


SYSTEM AGENCY

GRANTEE

DocuSigned by:

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Charles Smith

Executive Commissioner

By: DocuSigned by:

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Name: Tom Wilkinson

Title: Executive Director

Date of Execution: May 14, 2018

Date of Execution: May 3, 2018

**THE FOLLOWING ATTACHMENT TO SYSTEM AGENCY CONTRACT NO. 537-18-0009-00001 IS
HEREBY INCORPORATED BY REFERENCE:**

**ATTACHMENT A-1 - REVISED STATEMENT OF WORK
ATTACHMENT B-1 – REVISED BUDGET SUMMARY**

ATTACHMENT A-1 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. In its role as an Administrative Agency (“AA”), administer the designated federal and state human immunodeficiency virus (“HIV”) Ryan White Service Delivery (“RWSD”) funds, Ryan White Supplemental (“RWSup”) funds, DSHS State Services (“SS”) funds, and Housing Opportunities for Persons with AIDS (“HOPWA”) funds, as specified in this Contract. Grantee will also assist DSHS in the administration, planning, and evaluation of services within the approved HIV Service Delivery Area (“HSDA”).
- B. Ensure all activities and services be performed in accordance with the terms of this Contract. The approved Comprehensive HIV Services Plan, any letters or memos with policies or other instructions provided, approved FY18 Renewal Application, Community Input Plan, and approved Work Plan are incorporated by reference and made a part of this Contract. Any proposed changes to the Comprehensive HIV Services Plan must be pre-approved by DSHS, following the guidance located at: <http://www.dshs.texas.gov/hivstd/planning/svcstadocs.shtm>.
- C. Receive written approval from System Agency before varying from applicable policies, procedures, and protocols, and update its records within forty-eight (48) hours of making approved changes so that staff working on activities under this Contract know of the change(s).
- D. Ensure the delivery of comprehensive outpatient health and support services to meet the identified needs of persons living with HIV disease and their families, in accordance with DSHS Policies and Standards.
- E. Comply with applicable state policies, DSHS HIV Program manuals, DSHS HIV policy manuals, standards, guidelines, and regulations, including but not limited to (as revised):
 - 1. Ryan White Part B Contract Guidance, issued December 14, 2011, posted at www.dshs.texas.gov/hivstd/funding/default.shtm;
 - 2. DSHS HIV Assurances located at www.dshs.texas.gov/hivstd/funding/docs/HIV_Contractor_Assurances.pdf;
 - 3. DSHS’ policies located at www.dshs.texas.gov/hivstd/pops/default.shtm and www.dshs.texas.gov/hivstd/policy/policies.shtm;
 - 4. HIV Core and Support Service Categories (DSHS Standards of Care) and Universal Standards, Sections 1, 2, 3, 4, 5, 6, and 7 contained in the HIV-STD Program Policies located at www.dshs.texas.gov/hivstd/taxonomy/default.shtm;
 - 5. DSHS Eligibility to Receive HIV Services, contained in the HIV-STD Program Policies located at www.dshs.texas.gov/hivstd/policy/policies/231-001.shtm;

6. AIDS Regional Information and Evaluation System (ARIES) Data Management Core Competencies and all ARIES-related and privacy, confidentiality, and security-related policies, contained in the HIV-STD Program Policies located at www.dshs.texas.gov/hivstd/policy/policies/231-002.shtm;
7. ARIES Data Improvement Plan, contained in the HIV-STD Program Policies located at www.dshs.texas.gov/hivstd/policy/policies/231-003.shtm;
8. Administrative Agency Roles and Responsibilities, contained in the HIV-STD Program Policies located at www.dshs.texas.gov/hivstd/policy/policies/241-001.shtm;
9. Subcontracting HIV Health and Support Services, contained in the HIV-STD Program Policies located at www.dshs.texas.gov/hivstd/policy/policies/241-003.shtm;
10. Reallocation of HIV Client Services Funds, contained in the HIV-STD Program Policies located at www.dshs.texas.gov/hivstd/policy/policies/241-006.shtm;
11. HIV Health Insurance Assistance, contained in the HIV-STD Program Policies located at www.dshs.texas.gov/hivstd/policy/policies/260-002.shtm;
12. Sub-Contracting HIV Core and Support Services by an Administrative Agency, contained in the HIV-STD Program Policies located at www.dshs.texas.gov/hivstd/policy/policies/280001.shtm;
13. DSHS Funds as Payment of Last Resort, contained in the HIV-STD Program Policies, located at www.dshs.texas.gov/hivstd/policy/policies/590-001.shtm;
14. Chapter 6A (Public Health Service) of Title 42 (The Public Health and Welfare) of the United States Code, located at <https://www.gpo.gov/fdsys/granule/USCODE-2010-title42/USCODE-2010-title42-chap6A>, as amended, and the Texas Health and Safety Code, §85.085, Physician Supervision of Medical Care, located at <http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.85.htm>, to ensure a licensed physician supervises any medical care or procedure provided under this Contract. Contractor must include provisions in its contracts with all subrecipients requiring such compliance.

All of the above-named documents are incorporated herein by reference and made a part of this Contract.

- F. Ensure the System Agency service delivery funds are not utilized for Grantee's administrative expenses, unless otherwise approved in advance in writing by DSHS.
- G. Ensure subrecipients do not use funds for inpatient hospital services, nursing home or other long-term care facilities, or to supplant or supplement existing Medicaid/Medicare services. However, funds may be used for residential hospice care provided within an inpatient setting such as a hospital or nursing home that is properly staffed and licensed for such care as mandated by state and federal law regarding hospice regulation, and is compliant with DSHS Standards of Care and DSHS Universal Standards.
- H. Ensure subrecipients do not use funds to make payments directly to clients.
- I. Ensure subrecipients do not use funds to purchase or majorly improve any building or other facility.

- J.** Agree vacant positions existing after ninety (90) days may result in a decrease in funds.
- K.** Receive and disburse program funds for client services, consistent with the requirements found herein, through a Request for Proposal or Renewal process, and execute contracts directly with subrecipients for these client services within thirty (30) days of the execution date of this Contract.
- L.** Submit subrecipient contracts, interlocal agreements, and budgets for State Services funds to System Agency no later than 45 days after the execution date of the contract between AA and subrecipient.
- M.** Perform monitoring using the System Agency monitoring tools, DSHS Standards of Care, and DSHS Universal Standards; and submit monitoring reports and data, Corrective Action Plans, Plan-Do-Study-Act Plans, and other data as directed by DSHS.
- N.** Follow DSHS guidance regarding sample size.
- O.** Ensure subrecipients implement DSHS Standards of Care and DSHS Universal Standards.
- P.** Ensure subrecipients establish a Memorandum of Agreement with each local health department within the Grantee's designated Service Area (or DSHS regional office, in an area without a local health department), within 30 days of the effective date of each subcontract. This memorandum must be designed to facilitate linking individuals who meet DSHS HIV Program eligibility criteria to local sexually transmitted disease (STD) and tuberculosis (TB) programs so that such individuals may receive appropriate services from those programs.
- Q.** Establish formal systems of care and standing procedures for linking clients to primary care to assure that all clients have a provider for non-HIV-related illnesses.
- R.** Ensure subrecipients provide services that are equitably available and accessible to all HIV-infected individuals needing services and/or care within Grantee's designated Service Area. Grantee shall not set up eligibility criteria that favor one HIV-infected demographic over another. Grantee will make reasonable efforts to provide office hours and service locations that are accessible to as many clients as possible.
- S.** Ensure subrecipients maintain appropriate relationships with mental health entities in the area that provide key points of access to the health care system for people living with HIV, so referrals can be made into the care system. These entities include, but are not limited to: emergency rooms, substance abuse treatment programs, detoxification centers, adult and juvenile detention facilities, mental health programs, homeless shelters, migrant health centers, community health centers, health services for the homeless, family planning grantees, comprehensive hemophilia diagnostic and treatment centers, non-profit private entities that provide comprehensive primary care services to populations at risk for HIV,

STD clinics/programs, DSHS Program's HIV prevention contractors, and other venues where HIV infection may be diagnosed.

- T.** Provide a recommended allocation plan of DSHS funds available for each HSDA prioritized by service. Grantee will:
1. Conduct periodic examinations of utilization and expenditure data.
 2. Maintain effective systems to minimize lapsing of Contract funds.
 3. Make written recommendations regarding reallocation to efficiently expend funds and provide medical services to the broadest number of clients and submit to DSHS for review and approval no less than 30 days before the end of the Contract period, unless DSHS approves a late reallocation request in advance.
 4. Implement any recommendations as approved and modified by DSHS and immediately make any approved revisions to the ARIES contracts. Allocation and reallocation recommendations will reflect a primary emphasis on assuring participation in HIV-related medical care for HIV-infected persons.
 5. Ensure Program Income is in compliance with the DSHS Uniform Terms and Conditions.
 6. Ensure subrecipients comply with AA's policy on disallowed costs.
- U.** Provide the current AA Quality Management ("QM") Plan and subrecipient QM Plans to DSHS by December 30, 2018 (the QM plan can be incorporated into the agency's strategic and Comprehensive HIV Services plans).
- V.** Submit the following reports as attachments to Annual and Semiannual Narrative Progress Report (formerly "Section B"):
1. Biannual QM Committee meeting summaries;
 2. Annual Administrative Agency Client Satisfaction Survey results; and
 3. Annual QM Program/System Summary.
- W.** Ensure subrecipients submit, at a minimum, all required data elements under this Contract for each client who receives services through the funded provider. Such reporting must be completed through the Uniform Reporting System (URS) in accordance with the requirements herein and with all policies, guidelines and instructions provided by DSHS. All services supported with DSHS funds must set up accurate contracts for services in ARIES within 30 days of the execution date of this Contract, include accurate information on the cost of each unit of service, and follow the naming format listed below, as appropriate:
1. 18-19 SS (9/1/2018-8/31/2019)
 2. 18-19 State-R (9/1/2018-8/31/2019)
- X.** Utilize the program reporting format provided by DSHS. Grantee accepts responsibility and accountability for each subrecipient's compliance and timely submission of the documentation required in the Annual and Semiannual Narrative Progress Report.
- Y.** Require its subrecipients to submit the Ryan White HIV/AIDS Program Services

Report (RSR) electronically by February 15, 2019, for services delivered from January 1 to December 31, 2018, following all submission instructions issued by DSHS. Payment of final voucher will be contingent upon proper submission of Grantee's final RSR.

Z. Ensure subrecipients providing direct services adopt written protocols, standards, and guidelines based on the latest medical knowledge regarding the care and treatment of persons with HIV infection, consistent with the laws and policies referenced herein, as revised.

AA. Maintain access to current laws, standards, and guidelines for its staff working on activities under this Contract.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in this Attachment A and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

Grantee will request monthly payments using the State of Texas Purchase Voucher (Form B-13) at

<http://www.dshs.texas.gov/layouts/contentpage.aspx?pageid=35774&id=3732&terms=contracting+and+support>. The B-13 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
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov

Grantee will be paid on a cost reimbursement basis in accordance with the attached budget, as revised.

**Attachment B-1 – Revised Budget Summary
Contract No. 537-18-0009-00001**

BUDGET CATEGORIES	Fiscal Year 2018 (09/01/2017- 08/31/2018)	Fiscal Year 2019 (09/01/2018-08/31/2019)	CUMULATIVE CONTRACT TOTALS
PERSONNEL	\$0.00	\$0.00	\$0.00
FRINGE BENEFITS	\$0.00	\$0.00	\$0.00
TRAVEL	\$0.00	\$0.00	\$0.00
EQUIPMENT	\$0.00	\$0.00	\$0.00
SUPPLIES	\$0.00	\$0.00	\$0.00
CONTRACTUAL	\$2,871,634.00	\$2,812,629.00	\$5,684,263.00
OTHER	\$0.00	\$0.00	\$0.00
TOTAL DIRECT CHARGES	\$2,871,634.00	\$2,812,629.00	\$5,684,263.00
INDIRECT CHARGES	\$0.00	\$0.00	\$0.00
TOTAL	\$2,871,634.00	\$2,812,629.00	\$5,684,263.00