



**TEXAS**  
Health and Human  
Services

**Texas Department of State Health Services**

**John Hellerstedt, M.D.**  
*Commissioner*

The Honorable KP George, County Judge  
Fort Bend County  
301 Jackson Street  
Richmond, Texas 77469-3108

Subject: HIV Prevention  
Contract Number: HHS000077800023, Amendment No. 4  
Contract Amount: \$1,303,272.00  
Contract Term: 1/1/2020-8/31/2023

Dear Judge George:

Enclosed is the HIV Prevention Amendment between the Department of State Health Services and Fort Bend County.

The purpose of the Contract is to provide funding for the HIV Prevention Services Project.

This Amendment increases the Contract amount by \$361,384.00 for FY 2023 and extends the end of the Contract term through August 31, 2023.

Please let me know if you have any questions or need additional information.

Sincerely,

Lillie McMillian, CTCM  
Contract Manager  
[lillie.mcmillian@dshs.texas.gov](mailto:lillie.mcmillian@dshs.texas.gov)

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS000077800023  
AMENDMENT NO. 4**

The **DEPARTMENT OF STATE HEALTH SERVICES** (DSHS or System Agency) and **FORT BEND COUNTY** (Grantee), Parties to that certain HIV Prevention Contract, effective January 1, 2020, and denominated as DSHS Contract No. HHS000077800023 (the “Contract”), now want to further amend the Contract.

**WHEREAS**, DSHS wants to exercise its option to extend the Contract for an additional year;

**WHEREAS**, DSHS wants to make additional funds available in support of the services provided during the extended term, and revise **ATTACHMENT B-3, BUDGET FY 2022 (REVISED)**;

**WHEREAS**, the Parties want to replace **ATTACHMENT A-2, STATEMENT OF WORK FY 2022 (REVISED)**; and

**WHEREAS**, the Parties want to incorporate **ATTACHMENT F-1, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY (FFATA) CERTIFICATION** to this Contract.

**THEREFORE**, the Parties agree as follows:

1. The Contract is extended for the period beginning September 1, 2022, through August 31, 2023 (the “Third Extension Option”), unless terminated sooner.
2. **ARTICLE IV, BUDGET**, of the Contract is amended to add \$361,384.00 to pay for Grantee’s services during the Third Extension Option. The total not-to-exceed amount of this Contract is increased to \$1,303,272.00.
3. **ATTACHMENT B-3, BUDGET FY 2022 (REVISED)**, is deleted and replaced in its entirety with **ATTACHMENT B-4, BUDGET FY 2023**.
4. All expenditures for the Third Extension Option shall be in accordance with **ATTACHMENT B-4, BUDGET FY 2023**.
5. **ATTACHMENT A-2, STATEMENT OF WORK FY 2022 (REVISED)**, is deleted and replaced in its entirety with **ATTACHMENT A-3, STATEMENT OF WORK FY 2023**.
6. **ATTACHMENT F-1, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY (FFATA) CERTIFICATION** is added by this Amendment and incorporated into the Contract.
7. This Amendment shall be effective on September 1, 2022.
8. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, 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. 4  
DSHS CONTRACT NO. HHS000077800023**

**DEPARTMENT OF STATE HEALTH SERVICES**

**FORT BEND COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT AND THEIR TERMS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:**

**ATTACHMENT A-3 .....STATEMENT OF WORK FY 2023**

**ATTACHMENT B-4 .....BUDGET FY 2023**

**ATTACHMENT F-1 .....FFATA**

**ATTACHMENTS FOLLOW**

## ATTACHMENT A-3 STATEMENT OF WORK FY 2023

### I. GENERAL REQUIREMENTS FOR ALL GRANTEES

All activities conducted under this Contract shall support the goals and objectives of the National HIV/STD Strategy and the Texas HIV Plan. The goals of the Texas HIV Plan are to:

- Increase Human Immunodeficiency Virus (HIV) awareness among members of the general public, community leaders, and policymakers;
- Increase access to HIV prevention efforts for communities and groups at highest risk;
- Successfully diagnose all HIV infections;
- Increase timely linkage to HIV-related treatment for those newly diagnosed with HIV;
- Increase continuous participation in systems of treatment among people living with HIV; and
- Increase viral suppression among people living with HIV.

For ALL activities funded under this award, Grantee will:

- A. Conduct (HIV-Prevention activities in accordance with the Department of State Health Services (DSHS) RFA #HHS0000778 to ensure HIV Prevention services are provided to all eligible persons according to the specific requirements detailed per funding opportunity.
- B. Submit a FY 2023 Work Plan to DSHS for review and approval. Comply with the terms of the approved Work Plan for this Contract.
- C. Comply with all applicable state and federal policies, standards and guidelines, including, but not limited to:
  1. DSHS HIV and STD Program Operating Procedures and Standards (POPS), 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 Policy Guidelines for Home Self-Collection and Testing Kits including any revisions, located at <https://www.dshs.texas.gov/hivstd/>;
  4. Any letters or memos with additional directions and policies issued by DSHS; and
  5. All of the above-named applicable documents are incorporated herein 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 forty-eight (48) hours of making approved changes so that staff working on activities under this Contract know of the change(s).
- D. Comply with all applicable federal and state regulations and statutes, including but not limited to:
  1. Chapters 81 and 85 of the Texas Health and Safety Code;

2. Chapter 94 of the Texas Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C);
  3. Title 25 of the Texas Administrative Code (TAC) Chapters 97 and 98, Subchapter C; and
  4. Texas Health and Safety Code, §85.085, Physician Supervision of Medical Care, to ensure a licensed physician supervises any medical care or procedure (including HIV testing) provided as part of activities conducted under this Contract.
  5. As an update to provision of services, and in accordance with Texas Government Code Section 531.02161, where there is delivery of an in-person service, there must also be an option of that service via telecommunications or through the use of information technology.
- E. Ensure activities begin no later than 90 days following the Contract start date.
- F. Submit data on program activities and client contacts using timelines, systems and formats specified by DSHS.
- G. Use collected data, together with input from clients and stakeholders, to improve services and assure they meet intended outcomes and emerging needs of the priority population.
- H. Submit written interim and annual reports to DSHS that summarize the activities and services delivered and discuss the barriers and facilitators of the effective delivery of services (refer to Section IV. Program Data Reporting, Security and Confidentiality Requirements).
- I. Participate in local HIV planning and evaluation activities and in local efforts to coordinate HIV prevention and treatment services.
- J. Maintain formal agreements that include active collaboration and coordination with local providers of services that are relevant to the needs of the client.
- K. Ensure staff and volunteers (if applicable) are appropriately and adequately trained to provide relevant services.
- L. Cooperate with any DSHS-funded activities to raise awareness of HIV, promote prevention services, or encourage testing and use of pre-exposure prophylaxis (PrEP) and non-occupational post-exposure prophylaxis (nPEP).
- M. Participate in Data to Care activities as requested by local health departments and DSHS.
- N. Deliver all services in a culturally responsive 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).
- O. Make free condoms readily available to clients.

- P. Submit literature/materials to be used in prevention activities funded by DSHS for review and approval by a locally constituted review panel that meets DSHS requirements found at <https://www.dshs.texas.gov/hivstd/info/pmrp.shtm>.
- Q. Perform other activities as may be reasonably requested by DSHS to meet the goals of the Texas HIV Plan at [Texas DSHS HIV/STD Program - HIV and STD Planning](#); and
- R. Ensure that content in publications partially or fully funded by this award are verified and approved by DSHS and that DSHS is acknowledged.

## **II. FUNDING OPPORTUNITY-SPECIFIC REQUIREMENTS**

### **CORE HIV PREVENTION**

Grantee will:

- A. Implement the following four components of a core HIV prevention program:
  - 1. Engagement of groups and communities to be served;
  - 2. Condom distribution;
  - 3. Focused HIV and syphilis testing and tailored health education; and
  - 4. Linkage/enrollment in medical care for clients who are living with HIV, and referral to PrEP and nPEP and other needed services for clients with a negative HIV test result who are at a higher risk for acquiring HIV.
- B. Provide outreach and education to the priority population(s) identified in the approved Work Plan.
- C. Engage in active recruitment and outreach strategies that include traditional outreach, social network activities, and the use of social media platforms.
- D. Maintain a Community Advisory Board to assist with programmatic decision-making.
- E. Maintain a condom distribution program with the essential elements described in the DSHS POPS (<https://www.dshs.texas.gov/hivstd/pops/>).
- F. Establish and maintain focused HIV testing programs that expand the availability of HIV testing to the proposed priority populations. Grantee must use a combination of strategies to encourage testing, such as offering testing in a variety of settings, providing testing to couples, using tangible reinforcements, or using text messages or other electronic communication to provide testing reminders.
- G. Ensure that syphilis testing is provided to all individuals testing for HIV unless the client refuses. Grantee will consider collecting specimens for:
  - 1. Other Sexually Transmitted Infections (STI) (including specimens for extragenital screening for chlamydia and gonorrhea); and/or
  - 2. Hepatitis C antibody testing for vulnerable populations.

- H. Maintain an active Clinical Laboratory Improvement Amendment (CLIA) Certificate of Waiver if performing rapid testing.
- I. Ensure that HIV testing programs include all required components of a testing session as described in the appropriate DSHS POPS (see Section I: General Requirements for All Grantees).
- J. Implement testing processes that follow the requirements in DSHS Policy 2013.02 (<https://www.dshs.texas.gov/hivstd/policy/policies/2013-02.shtm>).
- K. If at-home HIV testing is offered, create and maintain policies and procedures to support implementation (see Section I: General Requirements for All Grantees). Policies and procedures must be approved by DSHS prior to implementation.
- L. Ensure that all pregnant women who do not report being in prenatal care are actively referred to prenatal care.
- M. Ensure clients receive their HIV test results in a timely and appropriate manner.
- N. Ensure that clients with negative HIV test results receive information on PrEP and nPEP. If the client is eligible for PrEP or nPEP services, provide an active referral to these services.
- O. Ensure referrals are made to any needed health and social services as appropriate.
- P. All individuals receiving a positive HIV test result must be offered the opportunity for face-to-face encounter in accordance with Texas Health and Safety Code §81.109.
- Q. Facilitate initial linkage to care within 30 days for newly diagnosed clients and facilitate engagement in care within 30 days for previously diagnosed clients who are not currently in care for their HIV infections. Grantee is responsible for confirming clients are linked to care.
- R. Address barriers to successful linkage to HIV medical care and coordinate with area providers that offer services to facilitate access to HIV-related care.

#### PREP AND NPEP

Grantee will:

- A. Deliver each of the program components listed below:
  - 1. Promotion of PrEP/nPEP through community education and awareness activities;
  - 2. Promotion of adoption of PrEP/nPEP by local clinical providers; and
  - 3. Delivery of PrEP/nPEP clinical and client support services.
- B. Tailor education and recruitment efforts to the priority population(s) identified in the approved Work Plan.
- C. Assess awareness of PrEP/nPEP and barriers to use in each priority population.



- D. Raise awareness of PrEP and nPEP and address barriers to these services, and engage in active client outreach and recruitment, which must include online and social media activities.
- E. Create or expand existing partnerships with community-based organizations (CBOs), LGBT organizations, private health care providers, clinics, Disease Intervention Specialists (DIS), and community health centers to increase access to PrEP and nPEP.
- F. Maintain a Community Advisory Board to assist with programmatic decision-making.
- G. Undertake activities to increase the number of clinical providers in the community who prescribe PrEP or nPEP.
- H. Implement supportive services and activities using patient flows and staff roles that best serve clients and best fit their organizational structure and staffing.
- I. Provide PrEP and nPEP services in accordance with the most current Centers for Disease Control and Prevention (CDC) guidelines for PrEP and nPEP.
- J. Conduct initial and follow-up laboratory testing as recommended in treatment guidelines, with more frequent STI testing as needed. Grantee must prescribe medications following treatment guidelines.
- K. Develop patient care protocols, policies, and procedures, and share these with other stakeholders and providers.
- L. Track clients who have completed their nPEP regimen and how they will be linked to PrEP services.
- M. Ensure that clinical PrEP and nPEP services include formal intake and eligibility determination processes.
- N. Ensure clients receive basic education on PrEP and nPEP, including the pros and cons of PrEP/nPEP, side effects and long-term safety, and other HIV prevention options.
- O. Provide clinical services staff appropriate supervision.
- P. Ensure client supportive activities (including individualized plans to promote adherence) wrap around PrEP and nPEP clinical services and increase the likelihood that clients will use PrEP and/or nPEP effectively and safely.
- Q. Ensure staff assist with obtaining treatment medications. This includes understanding how pharmacy benefits are typically structured in public and private insurance plans and being able to assist clients with accessing these benefits. For uninsured clients, staff must aid with applying to local medical assistance programs or patient assistance programs offered by drug manufacturers and should screen for eligibility for public insurance.
- R. Assess client needs for HIV prevention, medical services, and social services by examining social and ecological factors that increase vulnerability to HIV.

### **III. TANGIBLE REINFORCEMENTS**

- A. Receive approval for tangible reinforcements in advance and in writing by DSHS program. Funds may be used to purchase tangible reinforcements (bus tokens, movie gift cards, food gift cards, t-shirts, grocery store gift cards, etc.) to encourage at-risk clients to participate in prevention programs.
- B. Maintain a policy regarding the use of tangible reinforcements and a log for tracking the purchase and distribution of tangible reinforcements (including security measures that are in place). The policy and log are subject to review by DSHS Program during program reviews and at any other time. The policy must limit the use of tangible reinforcements to the following types of situations: for participation in rapid assessment activities; for recruitment of clients into prevention with persons living with HIV (PLWH), testing and linkage programs and evidence-based interventions (EBIs); for retention of clients in EBIs and prevention with PLWH; for clients upon completion of all sessions of an EBI; for recruitment and retention of peer volunteers; for clients who return for HIV testing; for participation in community assessments or focus groups; and to encourage clients to return for test results. Funds may not be used to make cash payments or cash-equivalent payments to intended recipients of services except as noted above.

### **IV. PROGRAM DATA REPORTING, SECURITY AND CONFIDENTIALITY REQUIREMENTS**

DSHS may make alterations to reporting systems and requirements or require the use of new reporting systems or collection methods, at its sole discretion. In the event of such a change, Grantee will be notified at least thirty (30) days in advance of the changed requirements, except in cases where the system in use suffers technical failure. Information submitted through the DSHS systems will be considered the performance data of record in evaluating attainment of goals and programmatic performance.

Grantee must safeguard all confidential information accessed in the performance of this Contract in compliance with all applicable federal and state privacy, security and breach notification laws and regulations, including without limitation the terms set forth in Attachment G – HHS Data Use Agreement v. 8.5.

Any data obtained by Grantee as a result of activities performed under this Contract may be included in a report to a party other than DSHS provided DSHS is acknowledged in the report and the data is aggregated in such a way that no individual or personally identifiable information is identified. Data may not be used for research purposes by Grantee or any other party without prior written approval of DSHS' Institutional Review Board and pre-approval by DSHS Program. Grantee may not share electronic data sets with other parties without advance written approval of DSHS.

In addition to the data privacy and security requirements set forth in Attachment G – HHS Data Use Agreement v. 8.5, Grantee must comply with all the following:

- A. The requirements for prevention data collection, submission, and quality assurance found

in the DSHS data work plan located on the DSHS data resource website page at <https://www.dshs.texas.gov/hivstd/prevdata/>.

B. The following DSHS policies and procedures:

1. 2016.01 - TB/HIV/STD Section Confidential Information Security Procedures: <https://www.dshs.texas.gov/hivstd/policy/procedures/2016-01.shtm>
2. 2012.01 - TB/HIV/STD Section Overall Responsible Party for TB/HIV/STD Surveillance Data: <https://www.dshs.texas.gov/hivstd/policy/policies/2012-01.shtm>
3. 2011.01 - TB/HIV/STD Section Confidential Information Security: <https://www.dshs.texas.gov/hivstd/policy/policies/2011-01.shtm>
4. 2011.04 - TB/HIV/STD Section Breach of Confidentiality Response: <https://www.dshs.texas.gov/hivstd/policy/policies/2011-04.shtm>
5. 302.001 - Release of TB/HIV/AIDS and STD Data: <https://www.dshs.texas.gov/hivstd/policy/policies/302-001.shtm>

C. Create policies and procedures to comply with the following:

1. Local Responsible Party Handbook: <https://www.dshs.texas.gov/hivstd/policy/policies/LRPHandbook.pdf>
2. DSHS TB/HIV/STD Bi-Annual LRP Security Assessment

D. Submit data on program activities and client contacts 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.

E. Ensure that all data submitted to DSHS is complete and accurate. Grantee must conduct data quality assurance prior to monthly and quarterly submissions following the DSHS Work Plan quality assurance procedures. Data quality assurance activities must be documented and made available for review by DSHS staff upon request.

F. Implement policies and procedures for use of data in a secure manner that protects client privacy and prevents against unauthorized access to, and use of, program data.

G. Implement policies and procedures (consistent with the requirements and constraints listed herein) for publication and redistribution of data if program data are shared with other parties or providers.

H. Maintain retention and disposal policies and procedures consistent with state and federal retention requirements and the requirements of this Contract, and assure that program data cannot be inappropriately accessed.

- I. Agree to publish, implement, and make available policies on data security and client privacy, and train staff regularly regarding those requirements (Grantee must maintain records documenting such training).
- J. Require each individual member of Grantee's staff, and volunteers, to sign an agreement pledging to abide by Grantee's policies and procedures pertaining to data security and client privacy. Grantee will maintain these written agreements and make them available upon request to DSHS in a timely manner.
- K. Develop a personnel sanction policy to hold Grantee staff, volunteers, and subgrantee staff responsible for any violations of data security and client privacy policies. If Grantee uses subgrantees: Grantee accepts full responsibility and accountability for each subgrantee's performance under this Contract including all provisions related to data security, client privacy and confidentiality.
- L. Immediately report breaches of confidentiality involving the program data reporting systems to DSHS, and fully assist DSHS in any investigation resulting from such breach.
- M. Comply with all requests by DSHS to inspect, or require copies of, any of the documentation referenced herein at any time, and comply with such requests in a timely manner. All documentation under this Contract will be readily available for inspection by DSHS staff during site visits.
- N. Use data collected through the above mechanisms for program planning, evaluation, quality assurance, and monitoring, consistent with confidentiality restrictions in state and federal law. Grantee shall use evaluation, quality assurance and monitoring of data to make appropriate adjustments to program activities so that the Grantee performs quality services and meets performance standards.
- O. A minimum of 10% of the total Contract amount must be dedicated to planning, reporting, and evaluation of the proposed activities. This includes expenditures for needs assessment and consultation with community members to design or revise program design and implementation; collection and reporting of required program data; evaluation of progress towards program goals; and assessment of client satisfaction.

**V. PROGRAM MONITORING AND PROGRESS REPORTS**

Grantee will:

- A. The Grantee (and each subgrantee or volunteer, if applicable) shall cooperate with the direct monitoring by DSHS. Monitoring will be conducted via on-site or virtual visits and may be announced or unannounced. This monitoring may consist of the review of records and reports, interviews of staff, required forms, educational materials and other materials pertaining to this project, including testing documents (if applicable).
- B. Submit required Interim and Annual Progress Reports in a format approved by DSHS, and by deadlines given by DSHS, that include a cumulative data summary of its compliance with the performance measures for the appropriate activities detailed on Form G: Performance Measures and a detailed response to all items listed in the report.

- C. Provide the above-referenced reports to [hivstdreport.tech@dshs.texas.gov](mailto:hivstdreport.tech@dshs.texas.gov) with a copy to the designated DSHS HIV/STD Program Consultant and the Public Health Region HIV/STD Program Manager/Coordinator per request by DSHS.
- D. 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).
- E. Maintain expertise in any subcontracted project content, protocols and methods, and provide technical assistance to subgrantee staff as needed.
- F. The Grantee and any relevant subgrantee(s) or volunteer(s) shall cooperate with DSHS policies to address any and all concerns or problems identified during the Contract term.

## **VI. QUALITY ASSURANCE ACTIVITIES**

If Grantee enters into any contract(s) with subgrantees, Grantee will be entirely responsible to DSHS for the performance of the subgrantee. If subgrantees are used, Grantee is expected to adequately monitor the implementation of interventions and other grant funded activities under this Contract, including but not limited to, the efficient and effective use of resources by the subgrantee(s), and the capacity and performance of subgrantee staff implementing interventions and other grant funded activities under this Contract, and ensuring that subgrantees are properly collecting and reporting data. DSHS staff may also monitor the subgrantees' activities and conduct periodic site visits, with prior notification to the Grantee.

Grantee will:

- A. Ensure that performance of activities under this Contract is of a high quality and consistent with all the requirements of this Contract and meets with DSHS high performance expectations.
- B. Solicit feedback (e.g., client surveys) from clients being served by Grantee under this Contract and create a summary of the client feedback for each intervention at least once for each year of the Contract. This summary must be available for review during DSHS site visits.
- C. Designate and train staff to be responsible for quality assurance activities, including ensuring accurate and consistent data collection and reporting.
- D. Follow the appropriate [DSHS POPS](#) by funding opportunity (as per Section I: General Requirements for All Grantees) for quality assurance requirements.
- E. Maintain written monitoring and evaluation records of all staff involved in Contract activities, including those of subgrantees. DSHS may specify an evaluation and monitoring tools to be used. Information related to quality assurance activities, along with any other documentation associated with activities under this Contract, are subject to review by DSHS Program during program reviews and at any other time.

**VII. TRAINING REQUIREMENTS**

Grantee will:

- A. Authorize and require staff (including volunteers) to attend training, conferences, and meetings as directed by DSHS.
- B. Appropriately budget funds to meet training requirements in a timely manner, and ensure staff and volunteers are trained as specified in the training requirements listed at <https://www.dshs.texas.gov/hivstd/training/> and as otherwise specified by DSHS. Grantee shall document that these training requirements are met.
- C. Follow the appropriate [DSHS POPS](#) by funding opportunity (as per Section I: General Requirements for All Grantees) for training and observation requirements.

**VIII. PERFORMANCE MEASURES**

Performance Measures as outlined in Form G: Performance Measures table will be used, in part, to assess the Grantee's and their subgrantees' effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract. The Performance Measures outlined in Form G and approved by DSHS are hereby incorporated by reference and made a part of this Contract.

Performance of the Grantee, including but not limited to compliance with program policies and procedures referenced herein, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports, will be regularly assessed. Failure to comply with stated requirements and contractual conditions will constitute a breach of contract.

**IX. INVOICE AND PAYMENT**

- A. Invoices must be submitted monthly to prevent delays in processing a subsequent month's invoicing. Grantees that do not incur expenses for a month are required to submit, on a timely basis, a "zero" dollar invoice. Invoices and all supporting documentation must be emailed to [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) and [cmsinvoices@dshs.texas.gov](mailto:cmsinvoices@dshs.texas.gov) simultaneously.
- B. Final Close-Out invoice and report: Grantee must submit a final close-out invoice and final status report no later than 45 days following the end of the state fiscal year. Invoices received more than 45 days past the end of the state fiscal year are subject to denial of payment.
- C. The Grantee will submit Financial Status Reports (FSR-269A) bi-annually during the Contract term, as outlined below:

<b>REPORTING PERIOD</b>	<b>DUE DATE</b>
September 1, 2022 – February 28, 2023	March 31, 2023
March 1, 2023 – August 31, 2023	October 15, 2023

D. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Grantee's expenditures on a quarterly basis. If expenditures are below the amount in Grantee's total Contract, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

**ATTACHMENT B-4**  
**BUDGET FY 2023**

<b>CATEGORY</b>	<b>AMOUNT</b>
PERSONNEL	\$215,017.00
FRINGE BENEFITS	\$125,989.00
TRAVEL	\$494.00
EQUIPMENT	\$0.00
SUPPLIES	\$15,244.00
CONTRACTUAL	\$300.00
OTHER	\$4,340.00
TOTAL DIRECT COSTS	\$361,384.00
INDIRECT COSTS	\$0.00
<b>TOTAL</b>	<b>\$361,384.00</b>





**Fiscal Federal Funding Accountability and Transparency Act  
(FFATA) CERTIFICATION**

**As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.**

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?  Yes  No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.  
If your answer is "No", answer questions "A" and "B".

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**A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?  Yes  No

**B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?  Yes  No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".  
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

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**C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?  Yes  No

**If your answer is "Yes" to this question, where can this information be accessed?**

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**If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.**

**Provide compensation information here:**

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**Certificate Of Completion**

Envelope Id: 28259813B67E4731BB499844F685624B	Status: Sent
Subject: \$1,303,272.00 HHS000077800023 Fort Bend County A-4 HIV/Prev F	
Source Envelope:	
Document Pages: 18	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	CMS Internal Routing Mailbox
Time Zone: (UTC-06:00) Central Time (US & Canada)	11493 Sunset Hills Road
	#100
	Reston, VA 20190
	CMS.InternalRouting@dshs.texas.gov
	IP Address: 167.137.1.13

**Record Tracking**

Status: Original	Holder: CMS Internal Routing Mailbox	Location: DocuSign
5/10/2022 2:02:16 PM	CMS.InternalRouting@dshs.texas.gov	

**Signer Events**

Signature	Timestamp
KP George county.judge@fortbendcountytexas.gov Fort Bend County Security Level: Email, Account Authentication (None)	Sent: 5/10/2022 2:12:11 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 8/2/2021 3:59:58 PM ID: 474773d2-9ba5-441a-b77e-59bd9f48590f	

Helen Whittington  
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Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 5/16/2022 11:11:45 AM  
ID: 27c56b22-6740-482c-aa31-a82d7997e6bf

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**Electronic Record and Signature Disclosure:**  
Accepted: 5/5/2022 12:43:08 PM  
ID: f01589da-43a7-481e-996a-7c50409e5d48

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**Electronic Record and Signature Disclosure:**  
Accepted: 5/13/2022 4:37:43 PM  
ID: 82ade747-ad78-45d7-9993-bd8e4fac7601

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Amber Vasche  amber.vasche@dshs.texas.gov  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 5/10/2022 2:12:10 PM
<p>Lillie McMillian  lillie.mcmillian@dshs.texas.gov  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 5/10/2022 2:12:10 PM
<p>Barbarah Martinez, MSN, APRN, FNP-BC  Barbarah.Martinez@fortbendcountytexas.gov  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 5/10/2022 2:12:10 PM Viewed: 5/16/2022 12:45:04 PM
<p>CMS Internal Routing Mailbox  CMS.InternalRouting@dshs.texas.gov  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/10/2022 2:12:11 PM
Payment Events	Status	Timestamps
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