



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
4250 Reading Road, Suite 200
Rosenberg, Texas 77471

Subject: HIV Prevention
Contract Number: HHS000077800023, Amendment No. 3
Contract Amount: \$941,888.00
Contract Term: 1/1/2020 – 8/31/2022

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 FY 2022 Contract amount by \$35,000.00. With all renewals exercised, the total amount of this Contract is projected to be \$1,594,656.00.

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

Sincerely,

Lillie Powell
Contract Manager
lillie.powell@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000077800023
AMENDMENT NO. 3**

The Department of State Health Services (“DSHS” or “System Agency”) and Fort Bend County (“Grantee”), each a “Party” and collectively the “Parties” to DSHS Contract No. HHS000077800023, effective January 1, 2020 (the “Contract”), now want to amend the Contract further.

Whereas, the Parties have chosen to exercise their option to amend their agreement in accordance with Section 9.1 of Attachment C to the Contract;

Whereas, DSHS wants to increase the Contract amount for fiscal year (“FY”) 2022 to support services delivered during that period;

Whereas, DSHS wants to revise Attachment A-1, Statement of Work (Revised); and

Whereas, DSHS wants to revise Attachment B-2, Budget.

Now, therefore, the Parties agree as follows:

1. Article IV of the Contract, titled “Budget,” is hereby amended to increase the total Contract amount to a sum not to exceed \$941,888.00. The total amount payable from September 1, 2021, through August 31, 2022, is not to exceed \$361,384.00.
2. Attachment A-1 – Statement of Work (Revised) is hereby deleted in its entirety and replaced with Attachment A-2 – **Statement of Work** FY 2022 (Revised).
3. Attachment B-2, Budget (2021/2022) is hereby deleted in its entirety and replaced with Attachment B-3 – **Budget** FY 2022 (Revised).
4. This Amendment shall be effective on the date of the last signature below.
5. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in effect.
6. Any further revisions to the Contract shall be by written agreement of the Parties.

Signature Page to follow.

SIGNATURE PAGE FOR AMENDMENT NO. 3

DSHS CONTRACT NO. HHS000077800023

DEPARTMENT OF STATE HEALTH SERVICES

FORT BEND COUNTY

By:

DocuSigned by:
Kirk Cole
04DD3FAAF59048D...

Signature of Authorized Representative

Kirk Cole

Printed Name

Deputy Commissioner

Title

December 13, 2021

Date of Signature

By:

DocuSigned by:
K.P. George
F546587DD2BD433...

Signature of Authorized Representative

K.P. George

Printed Name

County Judge

Title

December 10, 2021

Date of Signature

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

ATTACHMENT A-2.....Statement of Work FY 2022 (Revised)

ATTACHMENT B-3.....Budget FY 2022 (Revised)

----0----

ATTACHMENTS FOLLOW

ATTACHMENT A-2
STATEMENT OF WORK FY 2022 (Revised)

I. GENERAL REQUIREMENTS FOR ALL GRANTEES

A. 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:

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

B. Grantees shall do as follows for **ALL** activities funded under this award:

1. Conduct HIV-prevention activities in accordance with the Department of State Health Services (DSHS) RFA #HHS0000778 to ensure that HIV-prevention services are provided to all eligible persons according to the specific requirements detailed per funding opportunity;
2. Comply with the terms of the approved Work Plan for this Contract;
3. Comply with all applicable state and federal policies, standards and guidelines, including, but not limited to:
 - a. DSHS HIV and STD Program Operating Procedures and Standards (POPS), including any revision, located at <https://dshs.texas.gov/hivstd/pops/>;
 - b. 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>;
 - c. DSHS Policy Guidelines for Home Self-Collection and Testing Kits including any revisions, located at <https://www.dshs.texas.gov/hivstd/>; and
 - d. Any letters or memos with additional directions and policies issued by DSHS;

The four above-named documents are incorporated into this Contract by reference. Grantee must receive advance written approval from DSHS before varying from any of these requirements and must update its implementation documentation within 48 hours of making any approved changes.

4. Comply with all applicable federal and state regulations and statutes, including but not limited to:
 - a. Chapters 81 and 85 of the Texas Health and Safety Code;
 - b. Chapter 93 of the Texas Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C);
 - c. Title 25 of the Texas Administrative Code (TAC) Chapters 97 and 98, Subchapter B;
 - d. 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; and
 - e. In accordance with Government Code Section 531.02161 as an update to provision of services, where there is delivery of an in-person service, there must also be an option of that service via telecommunications or through the use information technology;
5. Ensure that activities begin no later than 90 days after the effective date of the Contract;
6. Submit data on program activities and client contacts using timelines, systems and formats specified by DSHS;
7. 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(s);
8. Submit to DSHS written interim and annual reports, which summarize the activities and services delivered as well as discuss the barriers to and facilitators of the effective delivery of services (See Section IV: Program Data Reporting, Security and Confidentiality Requirements);
9. Participate in local HIV planning and evaluation activities, as well as local efforts to coordinate HIV prevention and treatment services;
10. Maintain formal agreements that include active collaboration and coordination with local providers of services that are relevant to the needs of the client;
11. Ensure that staff and volunteers (if applicable) are appropriately and adequately trained to provide relevant services;
12. 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);
13. Participate in Data to Care activities as requested by local health departments and DSHS;
14. 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 population(s);

15. Make free condoms readily available to clients;
 16. 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>;
 17. Perform other activities as may be reasonably requested by DSHS to meet the goals of the Texas HIV Plan, located at [Texas DSHS HIV/STD Program - HIV and STD Planning](#); and
 18. Ensure that content in publications partially or fully funded by this award are verified and approved by DSHS and that DSHS is acknowledged.
- C. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. DSHS Program will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Contract amount as approved for this 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.

II. FUNDING OPPORTUNITY-SPECIFIC REQUIREMENTS

A. CORE HIV PREVENTION

Grantee shall:

1. Implement the following four components of a core HIV prevention program:
 - a. Engagement of groups and communities to be served;
 - b. Condom distribution;
 - c. Focused HIV and syphilis testing and tailored health education; and
 - d. 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;
2. Provide outreach and education to the priority population(s) identified in the approved Work Plan;
3. Engage in active recruitment and outreach strategies that include traditional outreach, social network activities, and the use of social media platforms;
4. Maintain a Community Advisory Board to assist with programmatic decision-making;
5. Maintain a condom distribution program with the essential elements described in the DSHS POPS (<https://www.dshs.texas.gov/hivstd/pops/>);

6. Establish and maintain focused HIV testing programs that expand the availability of HIV testing to the priority population(s). 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;
7. Ensure that syphilis testing is provided to all individuals testing for HIV unless the client refuses. Grantee shall consider collecting specimens for:
 - a. Other Sexually Transmitted Infections (STI) (including specimens for extragenital screening for chlamydia and gonorrhea); and/or
 - b. Hepatitis C antibody testing for vulnerable population(s);
8. Maintain an active Clinical Laboratory Improvement Amendment (CLIA) Certificate of Waiver if performing rapid testing;
9. 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);
10. Implement testing processes that follow the requirements in DSHS Policy 2013.02 (<https://www.dshs.texas.gov/hivstd/policy/policies/2013-02.shtm>);
11. 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;
12. Ensure that all pregnant women who do not report being in prenatal care are actively referred to prenatal care;
13. Ensure that clients receive their HIV test results in a timely and appropriate manner;
14. Ensure that clients with negative HIV test results receive information on PrEP and nPEP. If the client is eligible for PrEP or nPEP service, provide an active referral to these services;
15. Ensure that referrals are made to any needed health and social services as appropriate;
16. Ensure that all individuals receiving a positive HIV test result is offered the opportunity for a face-to-face encounter in accordance with Texas Health and Safety Code §81.109;
17. 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; and
18. Address barriers to successful linkage to HIV medical care and coordinate with area providers that offer services to facilitate access to HIV-related care.

B. PREP AND NPEP

Grantee shall:

1. Deliver each of the program components listed below:
 - a. Promotion of PrEP/nPEP through community education and awareness activities;
 - b. Promotion of adoption of PrEP/nPEP by local clinical providers; and
 - c. Delivery of PrEP/nPEP clinical and client support services;
2. Tailor education and recruitment efforts to the priority population(s) identified in the approved Work Plan;
3. Assess awareness of PrEP/nPEP and barriers to use in each priority population;
4. 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;
5. 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;
6. Maintain a Community Advisory Board to assist with programmatic decision-making;
7. Undertake activities to increase the number of clinical providers in the community who prescribe PrEP or nPEP;
8. Implement supportive services and activities using patient flows and staff roles that best serve clients and best fit their organizational structure and staffing;
9. Provide PrEP and nPEP services in accordance with the most current CDC guidelines for PrEP and nPEP;
10. 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;
11. Develop patient care protocols, policies, and procedures, and share these with other stakeholders and providers;
12. Track clients who have completed their nPEP regimen and how they will be linked to PrEP services;
13. Ensure that clinical PrEP and nPEP services include formal intake and eligibility determination processes;
14. 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;

15. Provide clinical services staff appropriate supervision;
16. Ensure that 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;
17. Ensure that 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; and
18. 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 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; and
- 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

- A. 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 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.
- B. Data may be included in Grantee reports to parties other than DSHS, provided that DSHS is acknowledged and the information is aggregated in such a way that no

individual client may be identified. Data may not be used for research purposes by Grantee or any other party without prior approval of the DSHS Institutional Review Board and pre-approval by DSHS Program. Grantee may not share electronic data sets with other parties without advance written permission of DSHS.

C. Grantee must comply with all the following:

1. Follow requirements for prevention data collection, submission and quality assurance found in the DSHS data workplan located on the DSHS data resource website page at <https://www.dshs.texas.gov/hivstd/prevdata/>;
2. Comply with the following DSHS policies and procedures:
 - a. TB/HIV/STD Sectional Confidential Information Security Procedures <https://www.dshs.texas.gov/hivstd/policy/procedures/2016-01.shtm> ;
 - b. TB/HIV/STD Section Overall Responsible Party for TB/HIV/STD Surveillance Data <https://www.dshs.texas.gov/hivstd/policy/policies/2012-01.shtm> ;
 - c. TB/HIV/STD Section Confidential Information Security – See <https://www.dshs.texas.gov/hivstd/policy/policies/2011-01.shtm> ;
 - d. TB/HIV/STD Section Breach of Confidentiality Response – See <https://www.dshs.texas.gov/hivstd/policy/policies/2011-04.shtm> ;
 - e. Release of TB/HIV/AIDS and STD Data – See <https://www.dshs.texas.gov/hivstd/policy/policies/302-001.shtm> ;
3. Grantee must create policies and procedure to comply with the following:
 - a. Local Responsible Party Handbook – See <https://www.dshs.texas.gov/hivstd/policy/policies/LRPHandbook.pdf> ;
 - b. DSHS TB/HIV/STD Bi-Annual LRP Security Assessment
4. 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;
5. Ensure that all data submitted to DSHS are complete and accurate. Grantee must conduct data quality assurance prior to monthly and quarterly submissions following the DSHS workplan quality assurance procedures. Data quality assurance activities must be documented and made available for review by DSHS staff upon request;
6. Implement policies and procedures for use of data in a secure manner that protect client privacy and prevent unauthorized access to, and use of, program data;
7. 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;
8. 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;

9. 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;
10. Require that each individual member of Grantee's staff, and volunteers, sign an agreement pledging to abide by Grantee's policies and procedures pertaining to data security and client privacy. Grantee shall maintain these written agreements and make them available upon request to DSHS in a timely manner;
11. Develop a personnel sanction policy to hold Grantee staff and volunteers and subgrantee staff responsible for any violations of these policies. If Grantee uses subgrantees, Grantee accepts full responsibility and accountability for each subgrantee's performance under this Contract including all provisions related to confidentiality;
12. Immediately report breaches of confidentiality involving the program data reporting systems to DSHS, and fully assist DSHS in any investigation resulting from such breach;
13. 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;
14. 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; and
15. 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 shall:

- A. Cooperate with the direct monitoring by DSHS. Monitoring will be conducted via 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 with a copy to the designated DSHS HIV/STD Program Consultant and the Public Health Regional 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, all communications regarding this program, and fiscal issues, and the names of the contact person(s) for each of the subgrantees/vendors (if applicable);
- E. Maintain expertise in any subcontracted project content, protocols and methods, and provide technical assistance to subcontractor staff as needed;
- F. The Grantee and any relevant subcontractor(s) or volunteer(s) shall cooperate with DSHS policies for addressing all concerns or problems identified during the award period; and
- G. If Grantee performance is deficient, DSHS will notify the Grantee in writing. The Program Consultant will identify the corrective action that Grantee must perform to address the deficiency. The Program Consultant will deliver, or coordinate the delivery of, additional technical assistance to support Grantee in taking the corrective action. If the corrective action is successful in resolving the problem, DSHS will notify 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. QUALITY ASSURANCE ACTIVITIES

- A. If Grantee enters into any contract(s) with subcontractor(s), it is entirely responsible to DSHS for the performance of the subcontractor(s). If subcontractors are used, Grantee is expected to adequately monitor the implementation of interventions and other funded activities under this Contract, the efficient and effective use of resources by the subcontractor(s), and the capacity and performance of subcontractor staff implementing interventions and other funded activities under this Contract, and

ensure that subcontractors are properly collecting and reporting data. DSHS staff may also monitor the subcontractor's activities and conduct periodic site visits, with notification to the Grantee.

B. Grantee shall:

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

VII. TRAINING REQUIREMENTS

Grantee shall:

- A. Authorize and require staff (including volunteers) to attend training, conferences, and meetings as directed by DSHS;
- B. Appropriately budget funds in order 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; and
- 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

- A. Performance Measures as outlined in the Form G: Performance Measures Table will be used, in part, to assess the Grantee's and their subcontractors' 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.

- B.** Grantee's performance, 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

Grantee shall:

- A.** Request payments monthly using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.texas.gov/grants/forms.shtm>, the Voucher Support Form and acceptable supporting documentation for reimbursement of the required services/deliverables. Grantee is required to identify expenditures by budget category and funding code. Voucher 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

EMAIL: invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov; and

- B.** Be paid on a cost reimbursement basis and in accordance with the budget of this Contract.

ATTACHMENT B-3
BUDGET FY 2022 (Revised)

CATEGORY	AMOUNT
PERSONNEL	\$220,511.00
FRINGE BENEFITS	\$104,838.00
TRAVEL	\$9,883.00
EQUIPMENT	\$0.00
SUPPLIES	\$21,712.00
CONTRACTUAL	\$0.00
OTHER	\$4,440.00
TOTAL DIRECT COSTS	\$361,384.00
INDIRECT COSTS	\$0.00
TOTAL	\$361,384.00

Certificate Of Completion

Envelope Id: ACDB037AB5A8435C9D99655194CE5E3D	Status: Completed
Subject: Please DocuSign: \$361,384.00, HHS000077800023, Fort Bend County, A-3, Signature Document	
Source Envelope:	
Document Pages: 15	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped 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: 167.137.1.14

Record Tracking

Status: Original	Holder: CMS Internal Routing Mailbox	Location: DocuSign
11/9/2021 3:49:50 PM	CMS.InternalRouting@dshs.texas.gov	

Signer Events

Signer Events	Signature	Timestamp
K.P. George County.Judge@fortbendcountytexas.gov County Judge Fort Bend County Security Level: Email, Account Authentication (None)	 F546587DD2BD433... Signature Adoption: Pre-selected Style Using IP Address: 209.184.91.105	Sent: 11/9/2021 3:58:22 PM Resent: 12/3/2021 9:11:48 AM Viewed: 12/10/2021 2:43:33 PM Signed: 12/10/2021 2:46:44 PM

Electronic Record and Signature Disclosure:
Accepted: 8/2/2021 3:59:58 PM
ID: 474773d2-9ba5-441a-b77e-59bd9f48590f

Helen Whittington helen.whittington@dshs.texas.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 160.42.85.12
---	--


Sent: 12/10/2021 2:46:47 PM
Viewed: 12/10/2021 2:53:41 PM
Signed: 12/10/2021 2:57:26 PM

Electronic Record and Signature Disclosure:
Accepted: 12/10/2021 2:53:41 PM
ID: 4062d956-1aec-4a36-a8cd-da9d428ead67

Patty Melchior Patty.Melchior@dshs.texas.gov Director, DSHS CMS Security Level: Email, Account Authentication (None)	Completed Using IP Address: 167.137.1.8
---	---

Sent: 12/10/2021 2:57:28 PM
Viewed: 12/10/2021 5:55:26 PM
Signed: 12/10/2021 5:55:39 PM

Electronic Record and Signature Disclosure:
Accepted: 12/10/2021 5:55:26 PM
ID: 1ea0400d-ca63-4335-80e9-9055eacfb4ba

Kirk Cole Kirk.Cole@dshs.texas.gov Deputy Commissioner Security Level: Email, Account Authentication (None)	 04DD3FAAF59048D... Signature Adoption: Pre-selected Style Using IP Address: 160.42.85.12
--	---

Sent: 12/10/2021 5:55:41 PM
Viewed: 12/13/2021 7:56:13 AM
Signed: 12/13/2021 7:56:44 AM

Electronic Record and Signature Disclosure:
Accepted: 12/13/2021 7:56:13 AM
ID: ee57d5e2-016c-41a8-b41a-d36d751dd4a2

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
Barbarah Martinez, MSN, APRN, FNP-BC Barbarah.Martinez@fortbendcountytx.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 1px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 11/9/2021 3:58:22 PM Viewed: 11/9/2021 3:59:03 PM
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov DSHS Contract Management Section Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 1px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 12/13/2021 7:56:46 AM Resent: 12/13/2021 7:56:48 AM
James Crawford james.crawford@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 1px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 12/13/2021 7:56:46 AM Viewed: 12/13/2021 10:33:37 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/9/2021 3:58:22 PM
Certified Delivered	Security Checked	12/13/2021 7:56:13 AM
Signing Complete	Security Checked	12/13/2021 7:56:44 AM
Completed	Security Checked	12/13/2021 7:56:46 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DSHS Contract Management Section:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alison.joffrion@hhsc.state.tx.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DSHS Contract Management Section

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DSHS Contract Management Section

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.