

FY24 Title V PMD Renewal Amendment

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
HIDALGO COUNTY HEALTH DEPARTMENT
HHSC CONTRACT NO. HHS000687600001**

AMENDMENT NO. 5

The Health and Human Services Commission (“**HHSC**” or “**System Agency**”) and Hidalgo County Health Department (“**Grantee**”), collectively referred to as the “**Parties**” to that certain Title V Prenatal Medical and Dental Grant Services Contract that was effective September 1, 2020 and denominated as HHSC Contract No. HHS000687600001 (the “**Contract**”), as amended, now desire to further amend the Contract.

Whereas, the Parties desire to revise the Budget and revise the Statement of Work;

Whereas, the Parties have chosen to exercise their option to extend the term of the Contract in accordance with Section 9.1 of Attachment C to the Contract.

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

1. **Section III, Duration**, of the Contract is amended to show a revised termination date of August 31, 2024, unless renewed, extended, or terminated earlier pursuant to the terms and conditions of the Contract.
2. **Section IV, Budget**, of the Contract is amended by adding funding to state fiscal year 2024 in the amount of **\$30,670.00**. The total not-to-exceed amount of this Contract is increased to **\$190,946.00**. All expenditures under the Contract must be within the contract period, and in accordance with the Title V Policy Manual and Attachment B of the Contract.
3. **Section IV, Budget**, of the Contract is amended to add the following statement after the last paragraph of Section IV:

HHSC reserves the right to reduce the contract award to the amount expended per fiscal year.

4. **Section 1 of Attachment B, Budget**, is deleted in its entirety and replaced with the following:

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Table 1 – Budget Categories		FY 2020	FY 2021	FY 2022	FY2023	FY2024
Prenatal Medical (including costs for laboratory and case management)	Number of clients to be served	0	502	156	156	156
	Average cost per client	\$0.00	\$197.00	\$197.00	\$197.00	\$197.00
	Total \$ Amount for all services provided	\$0.00	\$98,936.00	\$30,670.00	\$30,670.00	\$30,670.00
Prenatal Dental	Number of clients to be served	0	0	0	0	0
	Average cost per client	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total \$ Amount for all services provided	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

5. Attachment A, Statement of Work, of the Contract is deleted in its entirety and replaced with Attachment A-1 Revised Statement of Work.
6. This Amendment shall be effective as of September 1, 2023.
7. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
8. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.
9. Any further revisions to the Contract shall be by written agreement of the Parties.

Signature Page Follows

FY24 Title V PMD Renewal Amendment

**HHSC CONTRACT NO. HHS000687600001
SIGNATURE PAGE FOR AMENDMENT NO. 5**

**HEALTH AND HUMAN SERVICES
COMMISSION**

**HIDALGO COUNTY HEALTH
DEPARTMENT**

By: _____

By: _____

Name: _____

Name: Richard F Cortez

Title: _____

Title: Hidalgo County Judge

Date of Execution: _____

Date of Execution: _____

The following Attachment is attached and incorporated as part of the Contract:

Attachment A-1 Revised Statement of Work

FY24 Title V PMD Renewal Amendment

Attachment A-1
Revised Statement of Work

Attachment A-1
Revised Statement of Work
Title V
Prenatal Medical and Dental

1. GRANTEE RESPONSIBILITIES

To participate as a provider under this contract, the Grantee must:

- 1.1 Ensure compliance with this contract including these grantee contractual responsibilities.
- 1.2 Provide or assure the provision of prenatal medical and/or prenatal dental services that include screening and eligibility determination, direct clinical and/or dental services, laboratory services, Title V Children and Pregnant Women (Title V CPW) case management and appropriate referrals, as necessary. Grantee shall have an established referral relationship with a qualified provider for each approved service which it does not provide.
- 1.3 Grantee agrees to submit data and billing within thirty (30) days of services, according to the business requirements in the current Title V Maternal and Child Health Fee for-Service Program Policy Manual which can be accessed at <https://www.hhs.texas.gov/providers/health-services-providers/title-v-maternal-child-health-fee-service-program>.
- 1.4 Provide Title V Prenatal Maternal and Dental Services service in accordance with the terms of this contract and with the System Agency Request for Applications (RFA) No. HHS0001365, attached hereto and made a part hereof as **Attachment H**.
- 1.5 Provide services only to eligible individuals. To be eligible for Title V Prenatal Medical and/or Dental, an individual must be:
 1. A pregnant woman;
 2. A Texas resident;
 3. In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level; and
 4. Ineligible for other programs/benefits providing the same services.

Pregnant women, who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be determined on an annual basis, and at other times as necessary, based upon a change in pregnancy status or income.

Grantee will screen all applicants for Title V eligibility and will determine eligibility using a System Agency or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

- 1.6 Notify the System Agency/ in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).
- 1.7 Comply with the following guidelines regarding co-pays, as applicable. Grantee may assess a co-pay from clients who receive services under this Contract. A co-pay shall not be assessed from clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed \$30. A client shall not be denied services due to inability to pay.
- 1.8 Make reasonable efforts to investigate and apply for all other sources of third-party funding available to, or identified by, the client before submitting claims for allowable costs.
- 1.9 Allow System Agency to conduct on-site and remote quality assurance reviews as deemed necessary by System Agency. Unsatisfactory review findings may result in implementation of contract actions up to and including termination of the Contract.
- 1.10 Comply with all applicable federal and state laws, rules, regulations, standards and guidelines, as amended, including but not limited to Title V of the Social Security Act, 42 USC § 701, et seq.

2. PERFORMANCE MEASURES

- 2.1 Performance of Grantee, including compliance with System Agency Program procedures, policies and guidance, contractual conditions, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports, if applicable, will be regularly assessed.
- 2.2 Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of System Agency.

3. SERVICE DELIVERY AREA (S)

Contractor shall perform the activities in the service area designated in this contract.

4. BILLING INSTRUCTIONS

- 4.1 Grantee shall bill System Agency on a monthly basis for allowable services provided to Title V eligible clients. All allowable services shall be submitted as aggregate activity reports with a System Agency Monthly Reporting Packet and shall not refer to or identify individual clients. Grantee shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services

Commission. All bills shall be submitted within forty-five (45) days of the end of the Contract term.

- 4.2 Grantee shall request payment using the Monthly Reporting Packet, for Title V Fee for Service Program. Grantee shall submit a billing strip as additional supporting documentation.
- 4.3 Grantee shall submit the Monthly Reporting Packet and supporting documentation to the email listed in the packet and shall submitted each month for actual expenditures of the program, even if there are zero monthly expenditures or the contract award has been reached.
- 4.4 Grantee shall request payment from System Agency as directed by the Title V Maternal and Child Health Fee for Service Program Policy Manual whether via voucher or a web-based system.
- 4.5 Grantee shall submit a "Financial Reconciliation Report" no later than sixty (60) days after the end of the attachment term. This report must be signed and marked "Final" and shall be emailed to email address(es) listed on the Financial Reconciliation Report.
- 4.6 System Agency shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. System Agency will monitor Grantee's billing activity. If utilization is below that projected in Grantee's budget, shown in the Signature Document, Grantee's ceiling may be subject to a decrease for the remainder of the Contract period. Grantee may be subject to contract ceiling amount decreases if Grantee's billing activity is less than projected.
- 4.7 System Agency may pay for additional services as specified in this Contract if provided by Grantee during the term of this Contract (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of the State and the System Agency Program to do so, and if funds are available. If Grantee exceeds the ceiling amount of this Contract, Grantee shall continue to bill System Agency for the services provided. System Agency may pay for these additional services if funds become available at a later date.
- 4.8 Grantee shall accept reimbursement or payment from System Agency and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Grantee shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.
- 4.9 At the request of HHSC, contractor may be required to provide additional supportive documentation with invoices.

5. AVAILABLE FUNDING

- 5.1 HHSC reserves the right to re-allocate grant funds to prevent underutilization in the event HHSC determines, in its sole discretion, that a Grantee cannot reasonably utilize all funds awarded.
- 5.2 HHSC reserves the right, where allowed by legal authority, to redirect fund in the event of financial shortfalls. HHSC Program will monitor Contractor's expenditures on a quarterly basis. If projected expenditures are below the total contract amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term.

6. REIMBURSEMENT FOR TITLE V MATERNAL AND CHILD HEALTH SERVICES

Grantees are reimbursed for allowable Prenatal medical and/or Prenatal dental services on a fee-for-service basis using established reimbursement rates available online at <https://hhs.texas.gov/doing-business-hhs/provider-portals/health-services-providers/title-v-maternal-child-health-fee-service-program/forms-resources>

- 6.1 Grantees must bill HHSC on a monthly basis for services delivered using invoice templates provided annually or when changes to templates are necessary by HHSC.
- 6.2 Reimbursement requests are due to HHSC within thirty (30) days after the end of the month in which services were provided. Rates are subject to change at HHSC's sole discretion.
- 6.3 Reimbursement request for the month of September, must be submitted and reimbursed by December 31. Submission that does not meet the above requirement will not be processed.
- 6.4 Specific requirements related to the provision of Title V services are found in the Title V Maternal and Child Health Fee for Service Program Policy Manual at <https://hhs.texas.gov/doing-business-hhs/provider-portals/health-services-providers/title-v-maternal-child-health-fee-service-program>

Title V rate worksheets including reimbursement codes, service and procedure descriptors and reimbursement rates can be found at <https://hhs.texas.gov/doing-business-hhs/provider-portals/health-services-providers/title-v-maternal-child-health-fee-service-program/forms-resources>

Certificate Of Completion

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Certificate Pages: 2	Initials: 0
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Signer Events

Signature	Timestamp
Richard F Cortez countyjudge@co.hidalgo.tx.us Hidalgo County Judge Hidalgo County Security Level: Email, Account Authentication (None)	Sent: 8/8/2023 9:37:18 AM Viewed: 8/8/2023 9:38:48 AM

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Payment Events	Status	Timestamps
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