



**DeWight Dopslauf, C.P.M., CPPO**  
**Harris County Purchasing Agent**

February 15, 2024

Commissioners Court  
Harris County, Texas

**RE: Personal Services Exemption - Local Government Code § 262.024 (a)(4)**

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached First Amendment to the Agreement(s) for the following:

**Description:** Operations Immersion and Spiral Training Program for Harris County Public Health Services

**Vendor(s):** Lead & Thrive LLC

**Amount:** \$150,000 previously approved funds for the term 01/30/2024 - 07/29/2025  
0 additional funds for the term 01/30/2024 - 07/29/2025  
\$150,000

**Reviewed By:** • Harris County Purchasing • Public Health Services

The First Amendment adds conditions to the agreement with no increase in the total contract amount.

Sincerely,

DeWight Dopslauf  
Purchasing Agent

LH  
Attachment(s)  
cc: Vendor(s)

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA FEBRUARY 27, 2024**



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND  
LEAD & THRIVE LLC**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This First Amendment to the Agreement is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas and acting by and through Harris County Public Health (“Department”), and Lead & Thrive LLC (“Contractor”), Texas professional limited liability company. County and Contractor are known individually as “Party” and collectively as “Parties.”

***Recitals***

On January 30, 2024, the County entered into an agreement with Contractor to provide consulting services to create an Operations Immersion Program and Spiral Training Program for the Department (the “Master Agreement”).

The County and Contractor now desire to amend the Master Agreement for the first time (“First Amendment”) for the purpose of adding language detailing fraud, waste, and abuse reporting to the Master Agreement.

Contractor warrants and represents that it is willing and capable of providing the services.

***Terms***

**1) CONTRACT CONSTRUCTION**

This First Amendment shall be governed by the Master Agreement, which is incorporated by reference as though fully set forth word for word.

**2) ADDITIONAL LANGUAGE**

The following subsection is added to Section XIII., entitled “COMPLIANCE AND STANDARDS”, of the Master Agreement.

S)     **Fraud, Waste, and Abuse Reporting**

Contractor shall promptly report to the County through the County’s Fraud, Waste, or Abuse Hotline and also notify the County in accordance with all the Notice provisions contained in this Agreement of all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County’s Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>.

**3) ORDER OF PRECEDENCE**

In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, this First Amendment shall control.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written and subsequently amended.

**4) EXECUTION, MULTIPLE COUNTERPARTS**

This First Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this First Amendment.

LEAD & THRIVE LLC

HARRIS COUNTY

By: *Zelda Van Loggerenberg*  
Name: ZELDA VAN LOGGERENBERG  
Title: PRESIDENT  
Date: 02/06/2024

By: \_\_\_\_\_  
LINA HIDALGO  
County Judge  
Date: \_\_\_\_\_

HARRIS COUNTY PUBLIC HEALTH

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFEE  
COUNTY ATTORNEY

By: *Barbie L. Robinson*  
Barbie Robinson, MPP, JD, CHC  
Executive Director

By: *Manasi Tahiliani*  
Manasi Tahiliani  
Assistant County Attorney  
C.A.O. File No. 24GEN0283

ORDER OF COMMISSIONERS COURT  
Authorizing execution of an amendment to an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2024 with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE  
AGREEMENT WITH LEAD & THRIVE LLC**

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

**IT IS ORDERED** that County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County, a First Amendment to the Agreement with Lead & Thrive LLC to add language to the Master Agreement. The First Amendment is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.